AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, June 6, 2023, 10:30 AM

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

   Pastor Travis Johnson, Pathway Church

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **APPEALS**

   Request of Alexia Simmons for a waiver of the Noise Ordinance at 1852 Seale Street on July 4, 2023, from 3:00 p.m. - 10:00 p.m. (District 1).

   Request of Lt. Tina D. Zanca for a waiver of the Noise Ordinance at Medal of Honor Park on June 17, 2023, from 9:30 a.m. - 3:30 p.m. (District 6).

   Request of Jacquelyn Bryant for a waiver of the Noise Ordinance at 1023 Woodside Drive E. on June 10, 2023, from 6:00 p.m. - 11:00 p.m. (District 7).

9. **PUBLIC HEARINGS**

   Public hearing to declare the structure at 368 Dunbar Street a public nuisance and order it demolished (District 2).

   Public hearing to declare the structure at 515 Yukers Street a public nuisance and order it demolished (District 2).

10. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

    Sharon Argiro - Concerns about drag queens at Art Walk.

Jerry Pugh - Opposed to the City allowing drag queens in the park.

Jacqueline Brown - Concerns about drag queens at Art Walk.

Melissa Gates - Concerned about the gay pride parade in Mobile.

Sam Sinclair - Opposed to the inclusion of a drag show at Cathedral Square.

Malessa Alvidrez - Advocating for the homeless in Tillman's Corner.

Christine Hogan - Concerns about Animal Services not enforcing City ordinances concerning chickens and roosters.

Reggie Hill - Removal of the U. S. flag during regular meetings, Use of the City seal for official communications, and the FY 24 budget as it pertains to public safety and social services.

Vickii Howell - Awards ceremony for the Africatown International Design Idea competition on Monday, June 19, 2023.

11. ORDINANCES HELD OVER

64-028 Rezone property located at 650 Michigan Avenue from R-1, R-3, and I-1 to I-1 (sponsored by Councilmember Carroll).

12. CONSENT RESOLUTIONS HELD OVER

40-378 Declare the structure at 650 St. Michael Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

13. RESOLUTIONS HELD OVER

01-626 Authorize agreement with Derek Hyder to provide racquet stringer services for Parks & Rec. Dept. (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

08-627 Approve purchase order to Arcadis US, Inc. for 34 concrete boxes for Traffic Engineering Dept.; $23,702.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-628 Approve purchase order to Temple, Inc. for connectivity and support plans for school zone beacons for Traffic Engineering Dept.; $26,720.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-629 Approve purchase order to Dana Safety Supply, Inc. for upfit of 15 non-patrol Chevrolet Tahoe SUVs; $112,491.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-630 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 Supercrew Pickup Truck for MFRD; $41,216.00 (sponsored by Mayor

Stimpson) (submitted by John Paine, Purchasing Dept.).

08-631 Approve purchase order to SHI International Corp. for 27 network switches for MIT; $79,298.94 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-632 Transfer funds from Capital Project CIP Broad Street Improvements to Project G-BROADPH4 (sponsored by Councilmember Carroll) (submitted by Randy Threadgill, Accounting Dept.).

21-633 Authorize contract amendment with BFI Waste Services, LLC, d/b/a Republic Services of Mobile, for recycling bin rental and hauling (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

21-634 Authorize contract with SPV Associates, Inc., d/b/a OnIndus, for the continued implementation of eBuilder for the Capital Improvement Program; $245,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-635 Authorize contract with Bagby & Russell Electric Co., Inc. for security camera system upgrades at the Mobile, Alabama Cruise Terminal; $41,882.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-636 Authorize contract with Uniti Fiber, LLC for 36 months of internet service and support; $2,495.00 per month (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

21-637 Authorize contract with Goodwyn Mills Cawood, LLC for Master Plan Improvements at the Mobile Civic Center; $2,928,667.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-638 Authorize contract with Volkert, Inc. for design and engineering of Broad Street Phase IV (Dr. MLK, Jr. Ave. from Beauregard St. to Butchers Ln.); $248,957.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

25-639 Accept a deed for easement from The Mobile Infirmary Association to provide construction of the Trail for the Three Mile Creek Greenway Trail - Segment 7 (sponsored by Cory Penn and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

14. CONSENT RESOLUTIONS BEING INTRODUCED

27-642 Resolution giving notice of election of municipal officers on July 25, 2023 (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

40-643 Declare the structure at 368 Dunbar Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-644 Declare the structure at 515 Yukers Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

60-645 Determine an appropriation to L. B. Williamson High School serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Scott Province, Accounting Dept.).

60-646 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Scott Province, Accounting Dept.).

60-647 Determine an appropriation to The Mobile Museum of Art serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Scott Province, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-648 Approve purchase order to Aviate Enterprises, Inc. for sweeper/scrubber for the Convention Center; $79,427.88 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-649 Approve purchase order to Howard Industries, Inc. for Filewave mobile device management software and training subscriptions for MIT; $24,961.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-650 Approve purchase order to Kronos Incorporated for annual renewal of software for MFRD; $19,920.41 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-651 Approve purchase order to Sansom Equipment Co., Inc. for 2 street sweepers for Public Services; $552,588.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-652 Approve purchase order to Sansom Equipment Co., Inc. for asphalt patch truck for Public Services; $221,640.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-653 Approve purchase order to Traliant Holdings, Inc. for annual Standards of Conduct training for City employees; $30,110.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-654 Authorize contract with Chris Brewer Contracting, Inc., for Wolf Ridge/Beau Terra Sidewalks Project; $557,555.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

60-655 Authorize Settlement Agreement and Release of Claims; Allen (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/1/2023 - 4:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Simmons	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 11:12 AM

CITY CLERK DEPARTMENT
2023 MAY 31 AM 10:06

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Alexia R. Mingo Simmons
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-229-7114 Cell Number: 251-229-7114

Organization (if applicable) n/a

Mailing Address of Applicant 1852 Seale Street Mobile, AL 36617

Telephone No. 251-229-7114 E-mail address alexiamingo@gmail.com

Location or address of event where amplification will be used:
1852 Seale Street Mobile, AL 36617

Date of Event: 07/04/23 Starting Time: 3:00 Ending Time 10:00

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

Type of Event: Wedding Recepition/ Family Reunion

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

Music containing obscene language or profanity is prohibited

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

D1

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
City Council

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Zanca	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 11:14 AM

CITY CLERK DEPARTMENT
2023 MAY 31 PM 3:24

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Lt. Tina D. Zanca / Retired Lt. Carla M. Shumock
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 421-1564 Cell Number: (251)709-5413

Organization (if applicable) FAMILY OF THE FALLEN, LLC.

Mailing Address of Applicant 13575 Tanner Williams Rd. Wilmer, AL 36587

Telephone No. 251/709-5413 E-mail address preciateya@yahoo.com / tzanca@familyofthefallen.org

Location or address of event where amplification will be used:
Medal of Honor Park - Bicentennial Pavillion

Date of Event: 6/17/2023 Starting Time: 0930 Ending Time 1530
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: 1st Annual Fish Fry Fundraising event for Family of the Fallen

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

Music containing obscene language or profanity is prohibited

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

DP

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Bryant	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 11:17 AM

CITY CLERK DEPARTMENT

2023 MAY 26 AM 8:47

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Jacquelyn W. Bryant
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-709-3676 Cell Number: 251-709-3676

Organization (if applicable) N/A

Mailing Address of Applicant 1023 Woodside Dr. E, Mobile 36608

Telephone No. 251-709-3676 E-mail address brya3992@bellsouth.net

Location or address of event where amplification will be used:

1023 Woodside Dr. E, Mobile, AL 36608

Date of Event: 06-10-~~2022~~ 2023 Starting Time: 6pm Ending Time 11pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: 60th Birthday Party

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

Music containing obscene language or profanity is prohibited

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

DT

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/1/2023 - 8:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	6/1/2023 - 8:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Sharon	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 11:20 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 6/1/2023 10:55 AM

To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 JUN -1 AM 10:58

CAUTION: External Email

Name: Sharon

Date To Address Council: 2023-06-06

Address: 1007 Wesley Avenue

Email: sharonargiro@netzero.com

Phone: 2513436961

Subject And Specific Questions: Drag queens at Art Walk

Pertain To City Business: Art Walk is an event which is advertised and promoted by, and which occurs under the auspices of the Mobile Parks and Recreation Department. As part of Art Walk a drag queen show is scheduled in a city park on June 9th where children can be present. Drag queens should not be interacting with children in any part of a public city-supported event.

Signature: Sharon Argiro

Signature Verify: X

Date Submitted: 2023-06-01 10:54:58

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

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Pugh	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 11:22 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 5/31/2023 11:47 AM
To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 MAY 31 PM 1:44

CAUTION: External Email

Name: Jerry Austin Pugh

Date To Address Council: 2023-06-06

Address: 2850 Halls Mill Rd

Email: jerryapugh@gmail.com

Phone: 2514794464

Subject And Specific Questions: Drag queen presentation /opposing /kids Shouldn't exposed to this

Pertain To City Business: Sponsored by city

City is allowing drag queens in park

Signature: Jerry Austin Pugh

Signature Verify: X

Date Submitted: 2023-05-31 11:46:57

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

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Brown	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 1:50 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 6/1/2023 1:02 PM

To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 JUN -1 PM 1:14

CAUTION: External Email

Name: Jacqueline Brown

Date To Address Council: 2023-06-06

Address: 215 Ahepa Lane

Email: brownjackie893@gmail.com

Phone: 2516450473

Subject And Specific Questions: Drag Queen at Art Walk

Pertain To City Business: Art Walk occurs under the auspices of the Mobile Park and Recreation Department

Signature: Jacqueline Brown

Signature Verify: X

Date Submitted: 2023-06-01 13:02:52

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

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Gates	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 1:52 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 6/1/2023 12:24 PM
To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 JUN -1 PM 12:28

CAUTION: External Email

Name: Melissa Gates

Date To Address Council: 2023-06-06

Address: 1280 Rigby Rd

Email: missytg88@gmail.com

Phone: 251-680-2613

Subject And Specific Questions: Concerned about the Gay Pride parade in the city of Mobile

Pertain To City Business: Because it is being promoted by the City of Mobile and the Parks and Recreation Department.

Signature: Melissa Gates

Signature Verify: X

Date Submitted: 2023-06-01 12:24:13

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

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Sinclair	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 2:12 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 6/1/2023 1:37 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Sam Sinclair

Date To Address Council: 2023-06-06

Address: 10708 Southern Oaks Court

Email: samsinclair91@gmail.com

Phone: 251-404-2018

Subject And Specific Questions: To express opposition to the inclusion of drag show on Cathedral Square

Pertain To City Business: The City is hosting the event

Signature: Sam Sinclair

Signature Verify: X

Date Submitted: 2023-06-01 13:37:44

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

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Alvidrez	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 11:24 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 6/1/2023 9:54 AM
To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 JUN -1 AM 10:27

CAUTION: External Email

Name: Malessa Alvidrez

Date To Address Council: 2023-06-06

Address: 8108 sylvan way

Email: memeinbama@yahoo.com

Phone: 2515104232

Subject And Specific Questions: Tillmans Corner resources

Pertain To City Business: Helping to clean up Tillmans Corner and advocate for the homeless.

Signature: malessa Alvidrez

Signature Verify: X

Date Submitted: 2023-06-01 09:54:07

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

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hogan	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 11:27 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Fri 5/26/2023 1:52 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Christine Hogan

Date To Address Council: 2023-~~05-30~~ 6/06

Address: 7040 Anclote Ct

Email: cghogan@yahoo.com

Phone: (251) 689-8999

Subject And Specific Questions: City of Mobile Animal Control not enforcing city ordinances

Pertain To City Business: City of Mobile Animal Control not enforcing ordinances pertaining to not having a permit for chickens, crowing roosters, and keeping the chickens confined at all times within the city limits at 2300 Anclote Ct, Mobile, AL 36695.

Signature: Christine Hogan

Signature Verify: X

Date Submitted: 2023-05-26 13:52:10

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

People Moved Roosters 5/29/23
4th Pricinct told her to Sign up to speak with City Council

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/1/2023 - 2:06 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, June 1, 2023 2:01 PM
To: Gauthier, Lana
Subject: 6/6 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope that today has been pleasant for you, thus far. I appreciate your assistance on Tuesday. Our exchanges always make any day at Government Plaza a lot better!

This is a formal request to be added to next week's Agenda (6/6/23). I will be discuss the following:

* Removal of the United States Flag during (10:30) Regular Meetings
* Use of the City Seal for official communications as it pertains to Citizen engagement and petitioning the Mobile County Legislative Delegation
* The FY24 Budget particularly as it pertains to Public Safety and Social Services.

Thank you for your attention to this matter and for all the City Clerk's Office does for Mobile, AL. Have a great remainder of your week. See you all Tuesday!

Kindest Regards,

Reggie

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Howell	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/1/2023 - 2:11 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 6/1/2023 1:31 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Vickii J Howell

Date To Address Council: 2023-06-06

Address: 1177 Elmira Street

Email: vickii.howell@gmail.com

Phone: 2514589199

Subject And Specific Questions: Awards Ceremony for The Africatown International Design Idea Competition on Monday, Juneteenth (June 19th), 2023

Pertain To City Business: Architectural design ideas to be presented to the Africatown community and beyond

Signature: VICKII J. HOWELL

Signature Verify: X

Date Submitted: 2023-06-01 13:31:10

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

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/26/2023 - 11:39 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 650 Michigan Avenue
(Southwest corner of Michigan Avenue and Tennessee Street,
extending to the northwest corner of Michigan Avenue and Douglas Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 2, 2023, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 650 Michigan Avenue (southwest corner of Michigan Avenue and Tennessee Street, extending to the northwest corner of Michigan Avenue and Douglas Street) from R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District, to I-1 Light Industry District/

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 4 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA (NO MONUMENT, FOUND); THENCE RUN WESTWARDLY A DISTANCE OF 50.00 FEET TO A POINT (A CONCRETE MARKER, FOUND (ALABAMA POWER COMPANY); THENCE RUN SOUTH 89 DEGREES 43 MINUTES 01 SECONDS WEST A DISTANCE OF 189.85 FEET TO THE POINT OF BEGINNING (A CONCRETE MARKER, FOUND (ALABAMA POWER COMPANY); THENCE RUN NORTH 11 DEGREES 05 MINUTES 16 SECONDS WEST A DISTANCE OF 470.76 FEET (ALONG PROPERTY OWNED BY THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN SOUTH 81 DEGREES 49 MINUTES 41 SECONDS EAST A DISTANCE OF 207.58 FEET (ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS CENTRAL GULF RAILROAD) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY);THENCE RUN NORTH

21 DEGREES 36 MINUTES 35 SECONDS WEST A DISTANCE OF 14.54 FEET (ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS CENTRAL GULF RAILROAD) TO A POINT (A 1" REBAR, FOUND); THENCE RUN SOUTH 81 DEGREES 40 MINUTES 14 SECONDS EAST A DISTANCE OF 795.70 FEET (ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS CENTRAL GULF RAILROAD) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN SOUTH 11 DEGREES 37 MINUTES 10 SECONDS WEST A DISTANCE OF 1238.53 FEET (ALONG THE WEST RIGHT OF WAY LINE OF MICHIGAN AVENUE) TO A POINT (A 6" X 6" CONCRETE MARKER, FOUND); THENCE RUN SOUTH 89 DEGREES 52 MINUTES 39 SECONDS WEST A DISTANCE OF 394.83 FEET (ALONG THE NORTH LINE OF CLOVER LEAF PARK ADDITION MAP BOOK 4 PAGE 6) TO A POINT (A 1" CRIMP IRON PIPE, FOUND); THENCE RUN SOUTH 89 DEGREES 52 MINUTES 39 SECONDS WEST A DISTANCE OF 25.00 FEET TO A POINT (A 1/2" REBAR CAP SET, CRENSHAW); THENCE RUN SOUTH 00 DEGREES 27 MINUTES 53 SECONDS EAST A DISTANCE OF 119.98 FEET TO A POINT (A 1/2" REBAR CAP, SET); THENCE RUN NORTH 89 DEGREES 57 MINUTES 42 SECONDS EAST A DISTANCE OF 225.61 FEET (ALONG THE NORTH RIGHT OF WAY LINE OF GAYNOR STREET) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN NORTH 00 DEGREES 14 MINUTES 04 SECONDS WEST A DISTANCE OF 495.48 FEET (ALONG PROPERTY OWNED BY THE CITY OF MOBILE) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN NORTH 00 DEGREES 18 MINUTES 37 SECONDS EAST A DISTANCE OF 12.50 FEET (ALONG PROPERTY OWNED BY THE CITY OF MOBILE) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST A DISTANCE OF 495.19 FEET TO THE POINT OF BEGINNING. SAID DESCRIPTION ENCLOSES 23.90 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 30th day of May, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 10th day of May, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **650 Michigan Avenue** (Southwest corner of Michigan Avenue and Tennessee Street, extending to the Northwest corner of Michigan Avenue and Douglas Street).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

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

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 4 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA (NO MONUMENT, FOUND); THENCE RUN WESTWARDLY A DISTANCE OF 50.00 FEET TO A POINT (A CONCRETE MARKER, FOUND (ALABAMA POWER COMPANY); THENCE RUN SOUTH 89 DEGREES 43 MINUTES 01 SECONDS WEST A DISTANCE OF 189.85 FEET TO THE POINT OF BEGINNING (A CONCRETE MARKER, FOUND (ALABAMA POWER COMPANY); THENCE RUN NORTH 11 DEGREES 05 MINUTES 16 SECONDS WEST A DISTANCE OF 470.76 FEET (ALONG PROPERTY OWNED BY THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN SOUTH 81 DEGREES 49 MINUTES 41 SECONDS EAST A DISTANCE OF 207.58 FEET (ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS CENTRAL GULF RAILROAD) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY);THENCE RUN NORTH 21 DEGREES 36 MINUTES 35 SECONDS WEST A DISTANCE OF 14.54 FEET (ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS CENTRAL GULF RAILROAD) TO A POINT (A 1" REBAR, FOUND); THENCE RUN SOUTH 81 DEGREES 40 MINUTES 14 SECONDS EAST A DISTANCE OF 795.70 FEET (ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS CENTRAL GULF RAILROAD) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN SOUTH 11 DEGREES 37 MINUTES 10 SECONDS WEST A DISTANCE OF 1238.53 FEET (ALONG THE WEST RIGHT OF WAY LINE OF MICHIGAN AVENUE) TO A POINT (A 6" X 6" CONCRETE MARKER, FOUND); THENCE RUN SOUTH 89 DEGREES 52 MINUTES 39 SECONDS WEST A DISTANCE OF 394.83 FEET (ALONG THE NORTH LINE OF CLOVER LEAF PARK ADDITION MAP BOOK 4 PAGE 6) TO A POINT (A

Ordinance

1" CRIMP IRON PIPE, FOUND); THENCE RUN SOUTH 89 DEGREES 52 MINUTES 39 SECONDS WEST A DISTANCE OF 25.00 FEET TO A POINT (A 1/2" REBAR CAP SET, CRENSHAW); THENCE RUN SOUTH 00 DEGREES 27 MINUTES 53 SECONDS EAST A DISTANCE OF 119.98 FEET TO A POINT (A 1/2" REBAR CAP, SET); THENCE RUN NORTH 89 DEGREES 57 MINUTES 42 SECONDS EAST A DISTANCE OF 225.61 FEET (ALONG THE NORTH RIGHT OF WAY LINE OF GAYNOR STREET) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN NORTH 00 DEGREES 14 MINUTES 04 SECONDS WEST A DISTANCE OF 495.48 FEET (ALONG PROPERTY OWNED BY THE CITY OF MOBILE) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN NORTH 00 DEGREES 18 MINUTES 37 SECONDS EAST A DISTANCE OF 12.50 FEET (ALONG PROPERTY OWNED BY THE CITY OF MOBILE) TO A POINT (A CONCRETE MARKER, FOUND ALABAMA POWER COMPANY); THENCE RUN NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST A DISTANCE OF 495.19 FEET TO THE POINT OF BEGINNING. SAID DESCRIPTION ENCLOSES 23.90 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **I-1, Light Industry District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

William Erwin Barrett
650 Michigan Avenue

Ordinance

(Southwest corner of Michigan Avenue and Tennessee Street, extending to the Northwest corner of Michigan Avenue and Douglas Street)
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 24, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 2, 2023 considered the request of **William Erwin Barrett** for a change in zoning from **R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District** for the property located at **650 Michigan Avenue** (Southwest corner of Michigan Avenue and Tennessee Street, extending to the Northwest corner of Michigan Avenue and Douglas Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 6, 2023

John Crenshaw
8024 Murray Hill Road
Irvington, Alabama 36544

Re: **650 Michigan Avenue**
(Southwest corner of Michigan Avenue and Tennessee Street, extending to the Northwest corner of Michigan Avenue and Douglas Street).
Council District 2
ZON-002364-2023 (Rezoning)
William Erwin Barrett
Rezoning from R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District.

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

At its meeting on March 2, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $457.52. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

William Erwin Barrett, PE
Youngblood-Barrett Construction and Engineering
5482 Todd Acres Drive
Mobile, Alabama 36619

Re: **650 Michigan Avenue**
(Southwest corner of Michigan Avenue and Tennessee Street, extending to the Northwest corner of Michigan Avenue and Douglas Street).
Council District 2
ZON-002364-2023 (Rezoning)
William Erwin Barrett
Rezoning from R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District.

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission heldover the application to the March 2nd meeting, due to a lack of a quorum.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **650 Michigan Avenue**
(Southwest corner of Michigan Avenue and Tennessee Street, extending to the Northwest corner of Michigan Avenue and Douglas Street).
Council District 2
ZON-002364-2023 (Rezoning)
William Erwin Barrett
Rezoning from R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **650 Michigan Avenue**
(Southwest corner of Michigan Avenue and Tennessee Street, extending to the Northwest corner of Michigan Avenue and Douglas Street).
Council District 2
ZON-002364-2023 (Rezoning)
William Erwin Barrett
Rezoning from R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

NOTE: **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, INCLUDING THE SITE PLAN, must be submitted along with **SEVEN (7) COPIES** of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type. ZON-002364-2023

Type of Application and Fees:

- [x] **Zoning Change** $ 100.00 (if recommended for approval, additional advertising fee required)
- [ ] **Planning Approval** $ 150.00 (non-profit $ 50.00)
- [ ] **Planned Unit Development** $ 150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. Applicant: William Erwin Barrett
(if other than owner, must furnish written authorization from owner)
Full Address: 650 Michigan Avenue Mobile, Al 1/27/23 (36605)
Telephone: 251-443-5682 Email: erwin.barrett@ybce.net

2. Owner: Alabama Power Company
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)

3. Attach a brief description of property location. West of the intersection of Michigan Ave 7 Douglas St

4. Attach a copy of the legal description and parcel number of the property in question. 022910284001002.000
(Parcel Number)

5. Present Zoning: R-1 & R-3 Proposed Zoning: I-1

6. Area of property, sq. ft. or acres: 23.90

7. **DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

8. **PLAN CONSISTENCY ANALYSIS:** Attach a document that illustrates how the application is or is not consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth). The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

9. **ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

10. **Planned Unit Development applications:** Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

11. **SITE PLAN must be filed with this application (7 COPIES).** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

12. **TREES:** Are there any 24-inch diameter or larger trees on the site? [x] YES [ ] NO
If YES, are they shown on the Site Plan? [x] YES [ ] NO

13. **LABELS AND NOTIFICATION REQUIREMENTS:** Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

DATE: 1/10/23 APPLICANT'S SIGNATURE: Wm Erwin Barrett

1/27/2023

Form 150LU008 June 2016

1/27/2023

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

DATE: 1/10/23 **APPLICANT'S SIGNATURE:** Wm Eric Barnett

ZON-002364-2023

Form 150LU008 June 2016

CHECKLIST
(ZON, PUD, PLA)

1/27/2023

ZON-003304-2023

- [x] SEVEN (7) COPIES OF COMPLETED APPLICATION
- [x] LEGAL DESCRIPTION OF SITE IN QUESTION (FROM DEED OR SURVEY, NOT A TAX ASSESSMENT DESCRIPTION)
- [x] PARCEL NUMBER OF SITE IN QUESTION
- [x] DETAILED DESCRIPTION OF PROPOSAL
- [x] PLAN CONSISTENCY ANALYSIS
- [x] SEVEN (7) COPIES OF SITE PLAN SHOWING ALL INFORMATION LISTED ON THE APPLICATION (DRAWN TO SCALE)
- [x] DIGITAL COPY OF SITE PLAN (DXF or DWG - AutoCAD 2007 compatible)
- [x] ALL TREES 24" AND LARGER SHOWN ON PLAN
- [x] ADDRESS LABELS FOR PROPERTY OWNERS WITHIN 300 FT.; ADDRESS LABEL FOR APPLICANT; AND, IF APPLICANT AND OWNER DIFFER, ADDRESS LABEL FOR OWNER
- [x] FIRST-CLASS POSTAGE FEE FOR EACH PROPERTY OWNER, APPLICANT AND/OR OWNER. (PLEASE DO NOT SUBMIT ADDRESSED ENVELOPES OR POSTAGE STAMPS)
- [x] NOTIFICATION FEE ($ 1.00) PER MAILING LABEL
- [x] ONE PHOTOCOPY OF ADDRESS LABELS
- [x] SIGNATURE OF PROPERTY OWNER OR LETTER AUTHORIZING APPLICANT TO SUBMIT APPLICATION

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

IF YOU HAVE ANY QUESTIONS
PLEASE CALL (251) 208-5895

"NOTIFICATION REQUIREMENTS

Effective January 1, 2007, ALL property ownership information provided for notification MUST be verified through Probate Court records. This new policy, which is the result of an Alabama Court Decision, will ensure proper legal notification of the current owner if the property has sold since the last assessment records. It is the applicant's responsibility to verify this information; and failure to do so may cause delays in processing or a decision by the Planning Commission or Board of Zoning Adjustment."

1/27/2023

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Barry Middleton, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Alabama Power Company, a corporation for the property located within the city limits of Mobile, Alabama at 650 Michigan Avenue Mobile, Al.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

William Erwin Barrett PE Designee (1)	N/A Designee (2)
erwin.barrett@vbce.net Email	N/A Email
251-443-5682 Phone Number	N/A Phone Number
Barry Middleton Signature of Company Owner	1/9/2023 Date

LDN-002364-2023

Application Submission
Contact Information

Name of Project: Alabama Power Company Michigan Avenue Subdivision

Address: 650 Michigan Ave Mobile, Al

✓ Owner: Alabama Power Company

Address: PO Box 2641 Birmingham, AL Zip Code: 35291

Phone: 205-226-1743 Fax: N/A Email: cllachow@southernco.com

✓ Authorized Agent: William Erwin Barrett, P.E.

Address: 5482 Todd Acres Drive Mobile, Al Zip Code: 36619

Phone: 251-443-5682 Fax: N/A Email: erwin.barrett@ybce.net

Contractor: N/A

Address: N/A Zip Code: N/A

Phone: N/A Fax: N/A Email: N/A

Civil Engineer: Youngblood-Barrett Constuction and Engineering

Address: 5482 Todd Acres Dr, Mobile, AL Zip Code: 36619

Phone: (251) 443-5682 Fax: N/A Email: erwin.barrett@ybce.net

Architect: N/A

Address: N/A Zip Code: N/A

Phone: N/A Fax: N/A Email: N/A

Submitted by:

Wm Erwin Barrett — William Erwin Barrett

Signature — Print

1/3/2023 — Authorized agent

Date — Affiliation to project/Organization

ZON-002364-2023
1/27/2023

Alabama Power Company
650 Michigan Avenue
Mobile, Al
Date: January 3, 2023

ATTM: City of Mobile Planning And Zoning Department

RE: LETTER EXPLAINING CURRENT CONDITIONS

Parcel Number 022910284001002.000, is a maintenance building with partial parking. In the past, said parcel was incorrectly or wasn't included in the rezoning for the overall properties owed by the Alabama Power Company located at 650 Michigan Avenue (zoned I-1). The South 3/4th of the said parcel is zone R-3 with the remaining to the North as a zone R-1. We will be submitting a Subdivision to combine all parcels into one at said address in the near future. We would like to change the zones of said parcel to I-1 because the subdivision of land into urban building sites makes reclassification necessary and desireable.

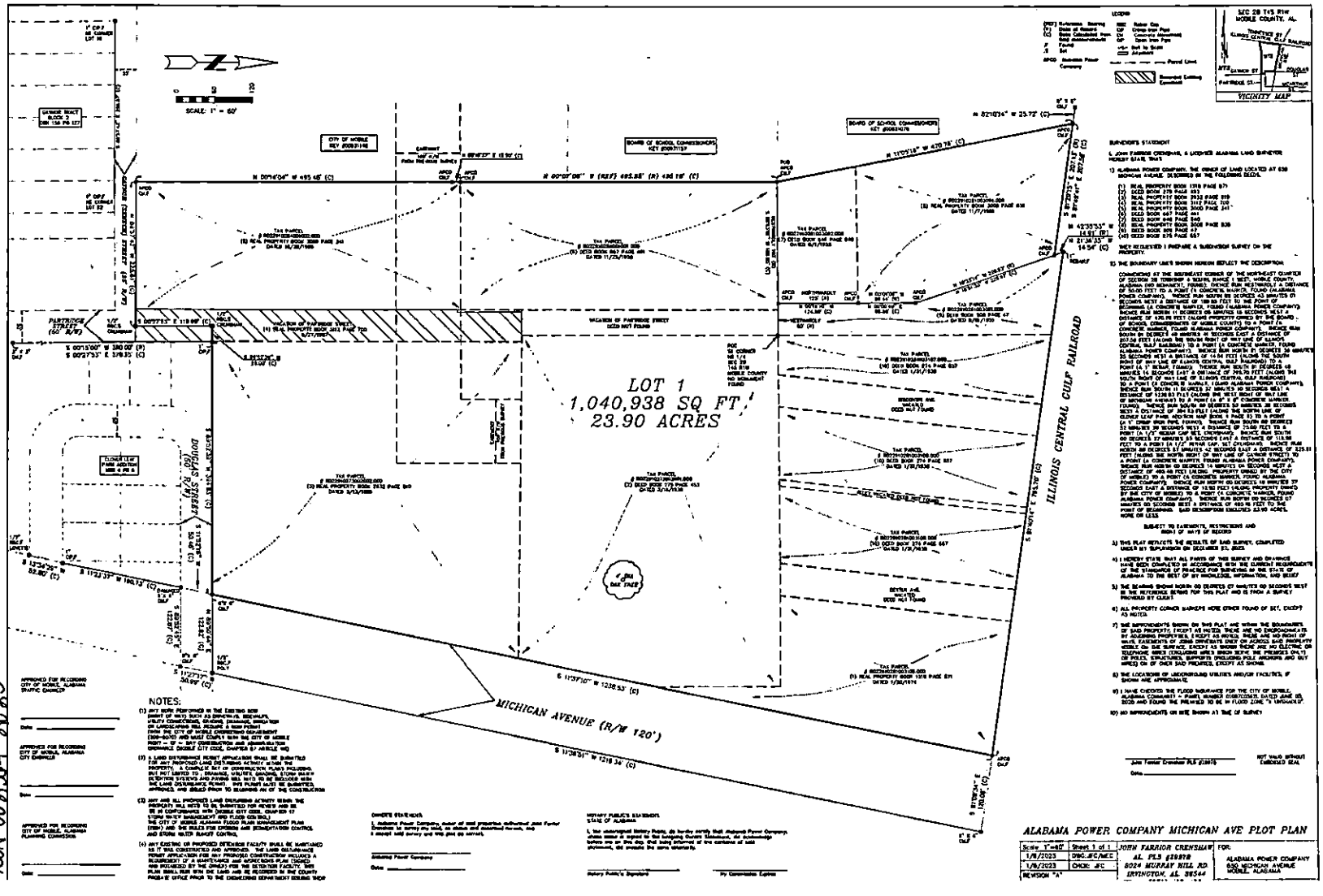
Your attention to this matter is greatly appreciated.

Sincerely,

William Erwin Barrett
(Authorized Agent)
Alabama Power Company

1-24/2023

1-24-2023



TSN-00B3944-2023

ALABAMA POWER COMPANY ✓
PO BOX 2641
BIRMINGHAM, AL 35291

APCO TREASURY & FINANCE
PO BOX 2641
BIRMINGHAM, AL 35291

COMMISSIONERS OF MOBILE
1007 SWAN DR
MOBILE, AL 36618

CITY OF MOBILE
205 GOVERNMENT PLAZA
MOBILE, AL 36644

DAISY L SPRAGLIN
1509 GAYNOR ST
MOBILE, AL 36605

EARSELL DAVIS
1507 GAYNOR ST
MOBILE, AL 36605

EDWARD L WILLIAMS
1501 GAYNOR ST
MOBILE, AL 36605

JUANITIA DEESE
542 BLACKJACK NEW CHAPEL RD
COLLINS, MS 39428

JAMES WINSTON
1460 DOUGLAS ST
MOBILE, AL 36605

MATILDA L ALLEN
1455 DOUGLAS ST
MOBILE, AL 36605

US BANK TRUST NATIONAL ASSOCIATION
1453 DOUGLAS ST
MOBILE, AL 36605

BRYON C BROUGHTON
11835 BALLARD RD
GRAND BAY, AL 36541

TYESE C JACKSON
1405 DOUGLAS ST
MOBILE, AL 36605

BOARD OF SCHOOL COMMISSIONERS
PO BOX 180069
MOBILE, AL 36618

SPS REALTY LLC
PO BOX 50010
MOBILE, AL 36605

ROSIA M FEAGIN
1521 GAYNOR ST
MOBILE, AL 36605

DAVID A MCBRIDE
1519 GAYNOR ST
MOBILE, AL 36605

SHEILA BOLAR
1517 GAYNOR ST
MOBILE, AL 36605

ROY L SMITH
720 S LEEDS AVE
WHISTLER, AL 36612

CLYDE A DUMAS
2162 W BARBARA DR
MOBILE, AL 36617

ANNIE V SEWELL
1511 GAYNOR ST
MOBILE, AL 36605

MADISON HATTIE
167 PRESTWICK CT
VALLEJO, CA 94591

RICKY COOKS
110 WESTBURY DR
MOBILE, AL 36609

DORIS E OUTLAND
PO BOX 971
TUSKEGEE INSTITUTE, AL

PRATTIS WILLIAM
552 WISCONSIN AVE
MOBILE, AL 36604

FELIX AUGUSTIN
1506 DOMINICK ST
MOBILE, AL 36605

WALTER H MYERS
619 CHEROKEE ST
MOBILE, AL 36606

NORMAN JONES
1757 WATERFORD ST
MOBILE, AL 36605

ERAS PROPERTIES LLC
1512 DOMINICK ST
MOBILE, AL 36605

ALLEN FONTELLO
1514 DOMINICK ST
MOBILE, AL 36605

ZON-002364-2023

1/27/23

1-1

LEON A STALLWORTH
1516 LIMERICK ST
MOBILE, AL 36605

ALBERT C LOWERY
2555 LONGLEAF DR
MOBILE, AL 36605

LABRRON S MARKS
5204 GAMEPOINT DR W
THEODORE, AL 36582

HARRY H NEIGEL
1452 MCARTHUR ST
MOBILE , AL 36605

LATANA ENGLISH
1359 DOUGLAS ST
MOBILE , AL 36605

ALEX OLENSKY
8210 CAMBRIDGE WAY
MOBILE, AL 36695

STANLEY HILL
7160 OLD MILITARY RD
THEODORE, AL 36582

MARIAN W MORRIS
2207 DEKRUIF CT
MOBILE, AL 36617

JOHNNY L THOMPSON
1518 DOMINICK ST
MOBILE, AL 36605

EMMET JONES, JR
1466 DOUGLAS ST
MOBILE, AL 36605

JOE PERDUE JR
1451 MCARTHUR ST
MOBILE , AL 36605

GARALD R TROTTER
1717 WINSTON RD
MOBILE , AL 36605

BEAIRD PROPERTIES LLC
4453 WINNIE WAY
MOBILE , AL 36608

ELOISE WILLIAMS
752 KENTUCKY ST
MOBILE, AL 36603

MARGARET P SELTZER
1407 MCARTHUR ST
MOBILE, AL 36605

DEIDRA JAMES
1401 MCARTHUR ST
MOBILE, AL 36605

SARAH L MCCLAIN
2521 ROBIN HOOD DR
MOBILE, AL 36605

WARREN G HENDERSON
1400 STEWARD ST
MOBILE, AL 36605

JASON H ARENDALL
332 SPRINGHILL WOODS DR E
MOBILE , AL 36608

AMELIA H JONES
1423 TERRELL RD
MOBILE , AL 36605

JEAN M PRESCOTT
PO BOX 1
THOMASVILLE, AL 36784

TOMMY L ANDERSON
1243 FTELEY AVE #P
BRONX, NY 10472

HERRIE REED
1405 MCARTHUR ST
MOBILE, AL 36605

MOBILE COUNTY
PO BOX 180069
MOBILE, AL 36618

ZON-002304-2023

1-87-2023

1-2

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: March 2, 2023

NAME William Erwin Barrett

SUBDIVISION NAME Alabama Power Company Michigan Avenue Subdivision

LOCATION 650 Michigan Avenue
(Southwest corner of Michigan Avenue and Tennessee Street, extending to the Northwest corner of Michigan Avenue and Douglas Street).

CITY COUNCIL DISTRICT District 2

PRESENT ZONING R-1, Single Family Residential District. R-3, Multiple-Family Residential District, and I-1, Light Industry District

PROPOSED ZONING I-1, Light Industry District

AREA OF PROPERTY 1 Lot / 23.9± Acres

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from nine (9) metes-and-bounds parcels, six (6) legal lots of record and several vacated rights-of-way; and Rezoning from R-1, Single Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT None provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Delete NOTES #1 - #4 as they are standard notes for a PUD Site Plan.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 20 - #88) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). Applicant will need to coordinate with the City Engineering Permitting Department staff to establish the exact amount that each Lot will receive prior to the submittal of the Final Plat from review and signatures.
D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from nine (9) metes-and-bounds parcels, six (6) legal lots of record, and multiple vacated rights-of-way; and Rezoning from R-1, Single Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District.

The site has been given a Light Industry (LI) and Institutional (INS) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Light Industry (LI)
This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

Institutional (INS)
This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included. Parks and public open space are not included but have their own land use classification.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases

based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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

The site has frontage on Michigan Avenue, a minor arterial street per the Major Street Plan, with an existing compliant right-of-way of 120-feet, making no dedication necessary. The Illinois Central Gulf Railroad immediately abuts the site to the North. Douglas Street, which abuts the subject site to the South, is a minor street with curb and gutter, with an existing compliant right-of-way width of 50-feet, making no dedications necessary. Per Section V.D.6. of the Subdivision Regulations, dedication of the corner radius at the intersection of Michigan Avenue and Douglas Street should be required, if approved.

The lot size is labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, adjusted for any dedication.

The 25-foot front minimum building setback is not shown along any street frontage. If approved, the 25-foot setback should be depicted along all public street frontages on the Final Plat, adjusted for any required dedication.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

It should be noted that there is an easement depicted on the preliminary plat. If approved, a note should be placed on the Final Plat stating that no structures are to be placed within an easement without the approval of the easement holder.

The applicant submitted the following concerning the Rezoning:

> *Parcel Number 022910284001002.000, is a maintenance building with partial parking. In the past, said parcel was incorrectly or wasn't included in the rezoning for the overall properties owed by the Alabama Power Company located at 650 Michigan Avenue (zoned I-1). The South 3/4th of the said parcel is zone R-3 with the remaining to the North as a zone R-1. We will be submitting a Subdivision to combine all parcels into one at said address in the near future. We would like to change the zones of said parcel to I-1 because the subdivision of land into urban building sites makes reclassification necessary and desireable.*

The property is bounded to the West by R-3, Multiple-Family Residential District; to the North, across the railroad tracks and Tennessee Street, by R-1, Single-Family Residential District and B-3, Community Business District; and to the East and South by R-1, Single-Family Residential District.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is largely zoned I-1, Light Industrial District currently, with the exception of two vacated rights-of-way, and a split-zoned (R-1 and R-3) parcel. The site is utilized by Alabama Power, with the split-zoned portion being incorporated into the development sometime between 1984 and 2006, per aerial photographs of the site.

As submitted, the proposed one-lot Subdivision would result in a split-zoned parcel, indicating rezoning may be considered necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) completion of the rezoning process prior to the signing of the Final Plat;
2) dedication of the corner radius at Michigan Avenue and Douglas Street per Section V.D.6. of the Subdivision Regulations;
3) depiction of the 25-foot minimum building setback line along all public street frontages, adjusted for dedication;
4) retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information, adjusted for dedication;
5) placement of a note stating that no structures are to be placed within an easement without the easement holder's permission;
6) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Delete NOTES #1 - #4 as they are standard notes for a PUD Site Plan. C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 20 - #88) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). Applicant will need to coordinate with the City Engineering Permitting Department staff to establish the exact amount that each Lot will receive prior to the submittal of the Final Plat from review and signatures. D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of*

Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

7) placement of a note on the Final Plat stating the Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
8) compliance with the Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*); and
9) compliance with the Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*).

Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

Revised for the March 2nd meeting:
The applications were heldover at the Planning Commission's February 15th meeting due to the lack of a quorum. No additional information has been submitted by the applicant, therefore the recommendation remains the same.

RECOMMENDATION

Subdivision: *Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:*

1) *completion of the rezoning process prior to the signing of the Final Plat;*
2) *dedication of the corner radius at Michigan Avenue and Douglas Street per Section V.D.6. of the Subdivision Regulations;*
3) *depiction of the 25-foot minimum building setback line along all public street frontages, adjusted for dedication;*
4) *retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information, adjusted for dedication;*
5) *placement of a note stating that no structures are to be placed within an easement without the easement holder's permission;*
6) *compliance with the Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Delete NOTES #1 - #4 as they are standard notes for a PUD Site Plan. C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 20 - #88) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). Applicant will need to coordinate with the City Engineering Permitting Department staff to establish the exact amount that each Lot will receive prior to the submittal of the Final Plat from review and signatures. D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);*
7) *placement of a note on the Final Plat stating the Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*

8) *compliance with the Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and*
9) *compliance with the Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

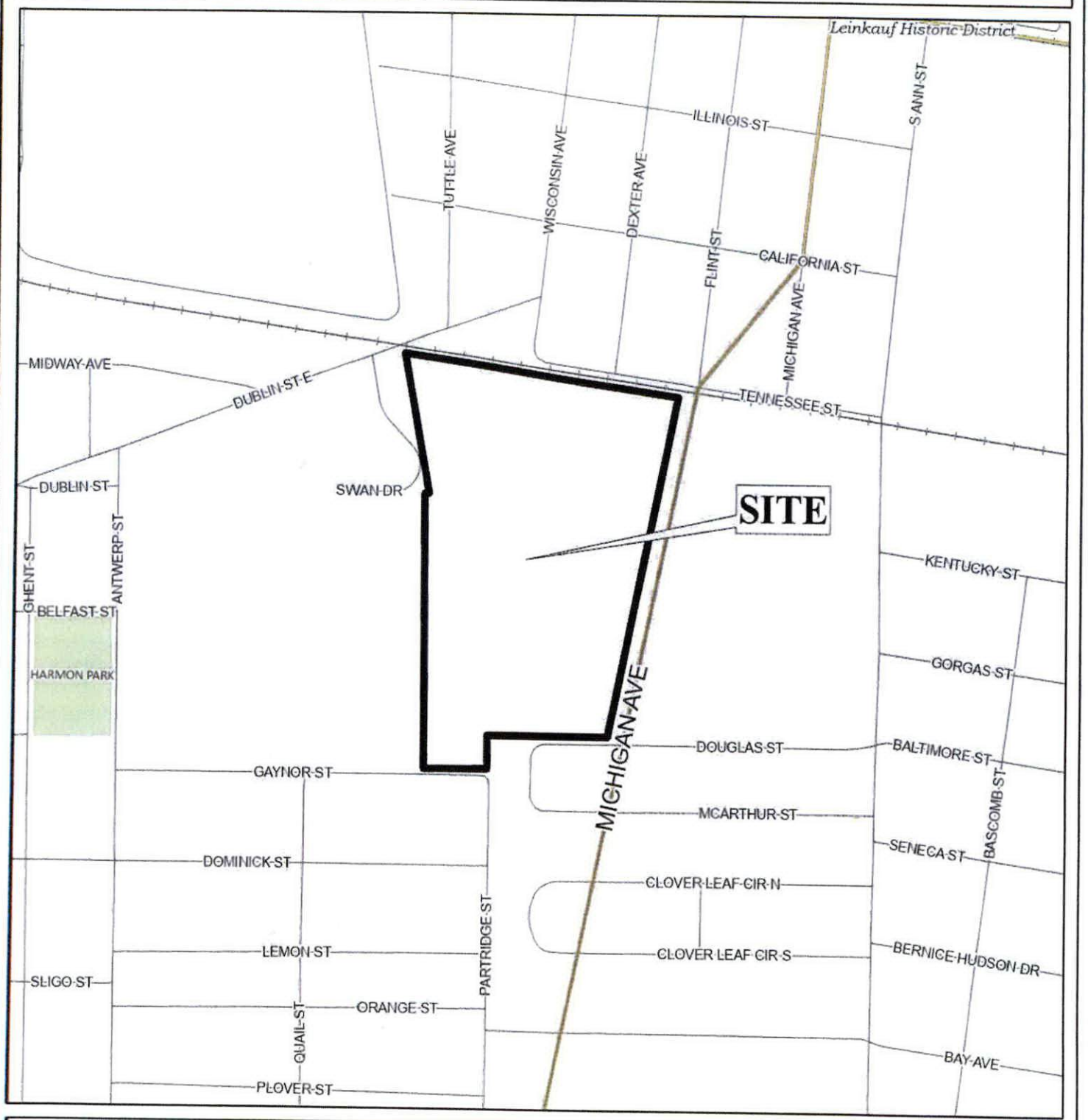
Rezoning: *Based on the preceding, this application is recommended for Approval for the following reasons:*

a) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The approval should be subject to the following conditions:

1) *completion of the Subdivision process; and*
2) *full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 2 DATE March 2, 2023

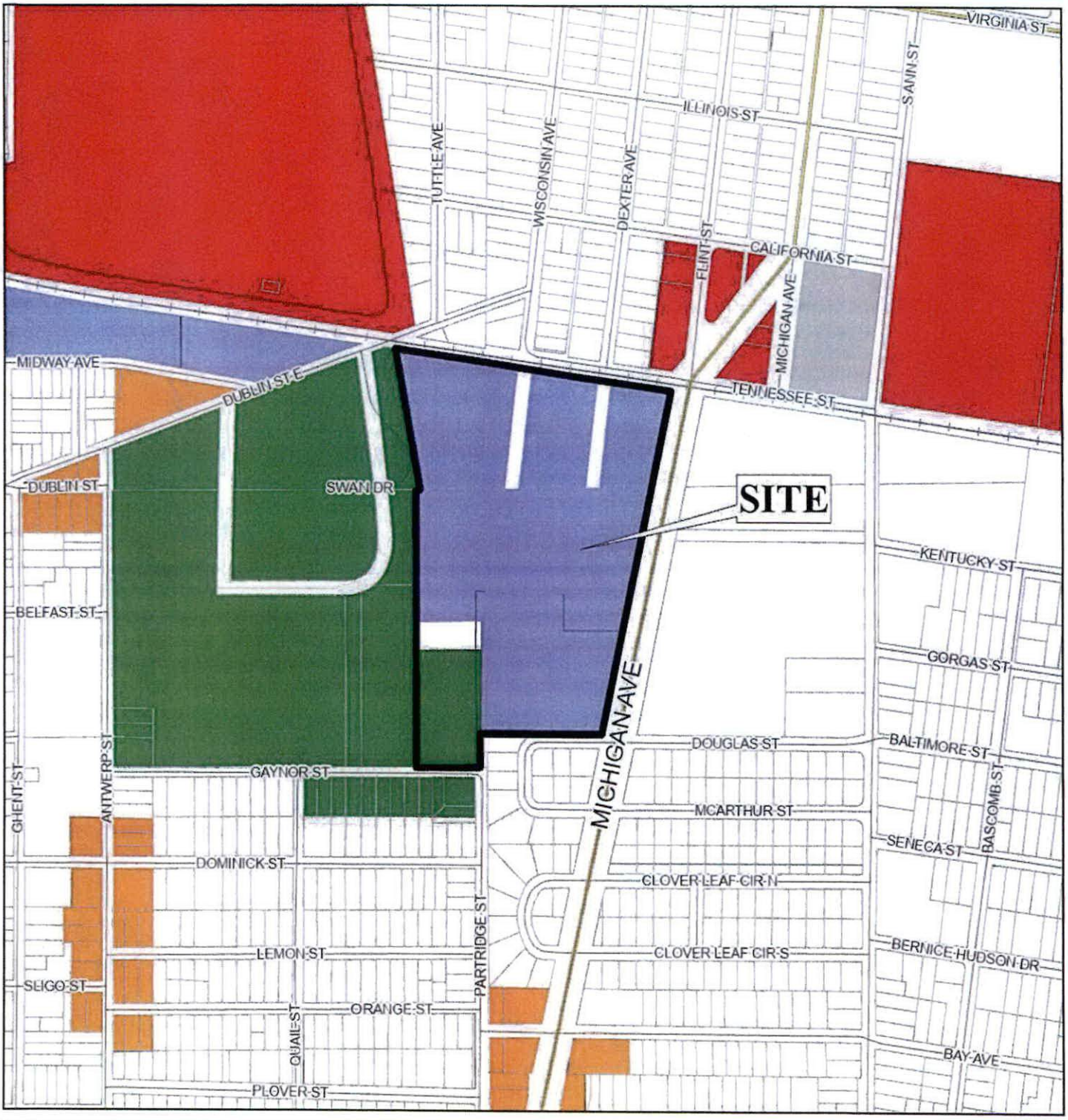
APPLICANT Alabama Power Company Michigan Avenue Subdivision

REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE March 2, 2023

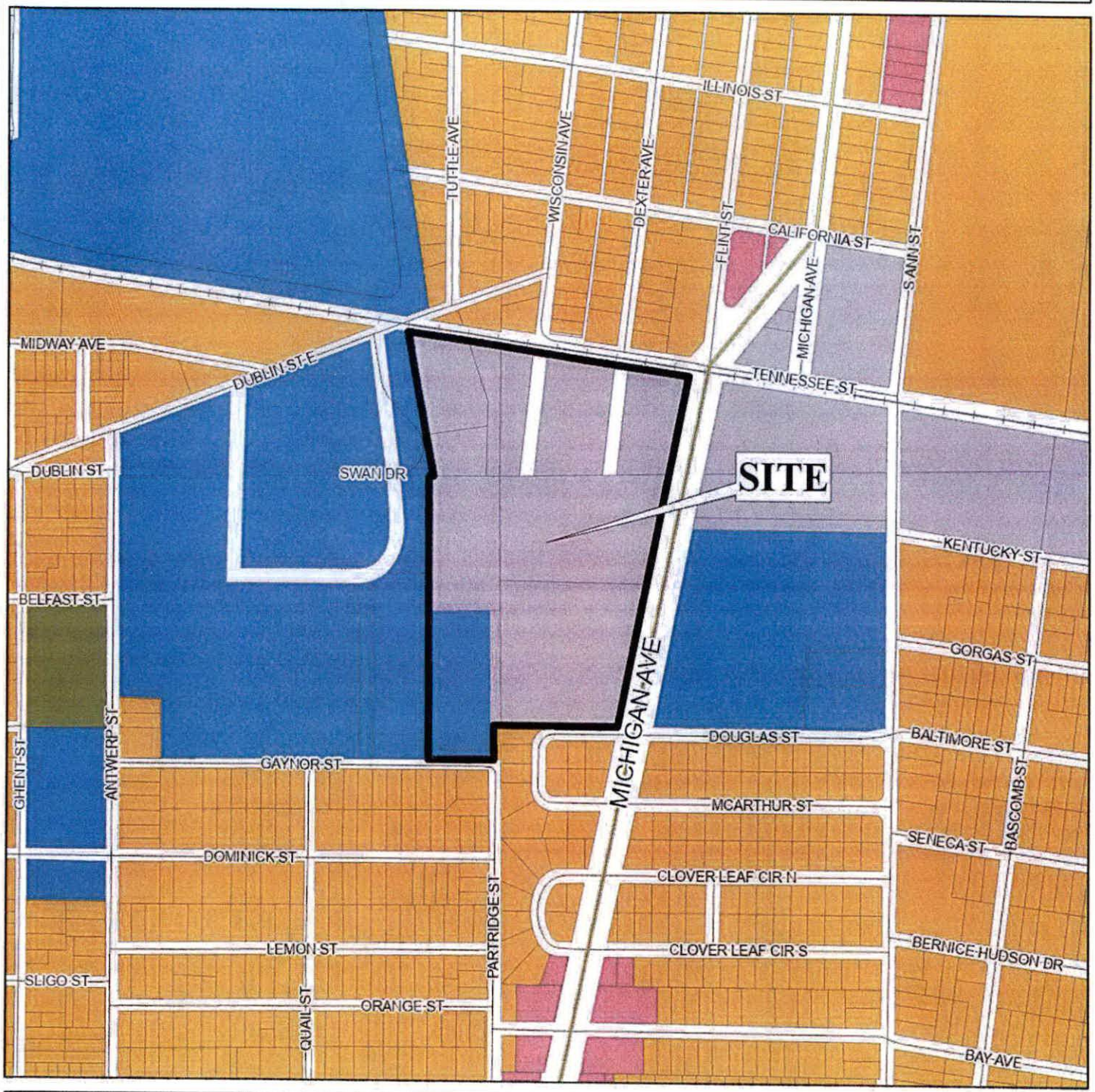
APPLICANT Alabama Power Company Michigan Avenue Subdivision

REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE March 2, 2023

APPLICANT Alabama Power Company Michigan Avenue Subdivision

REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

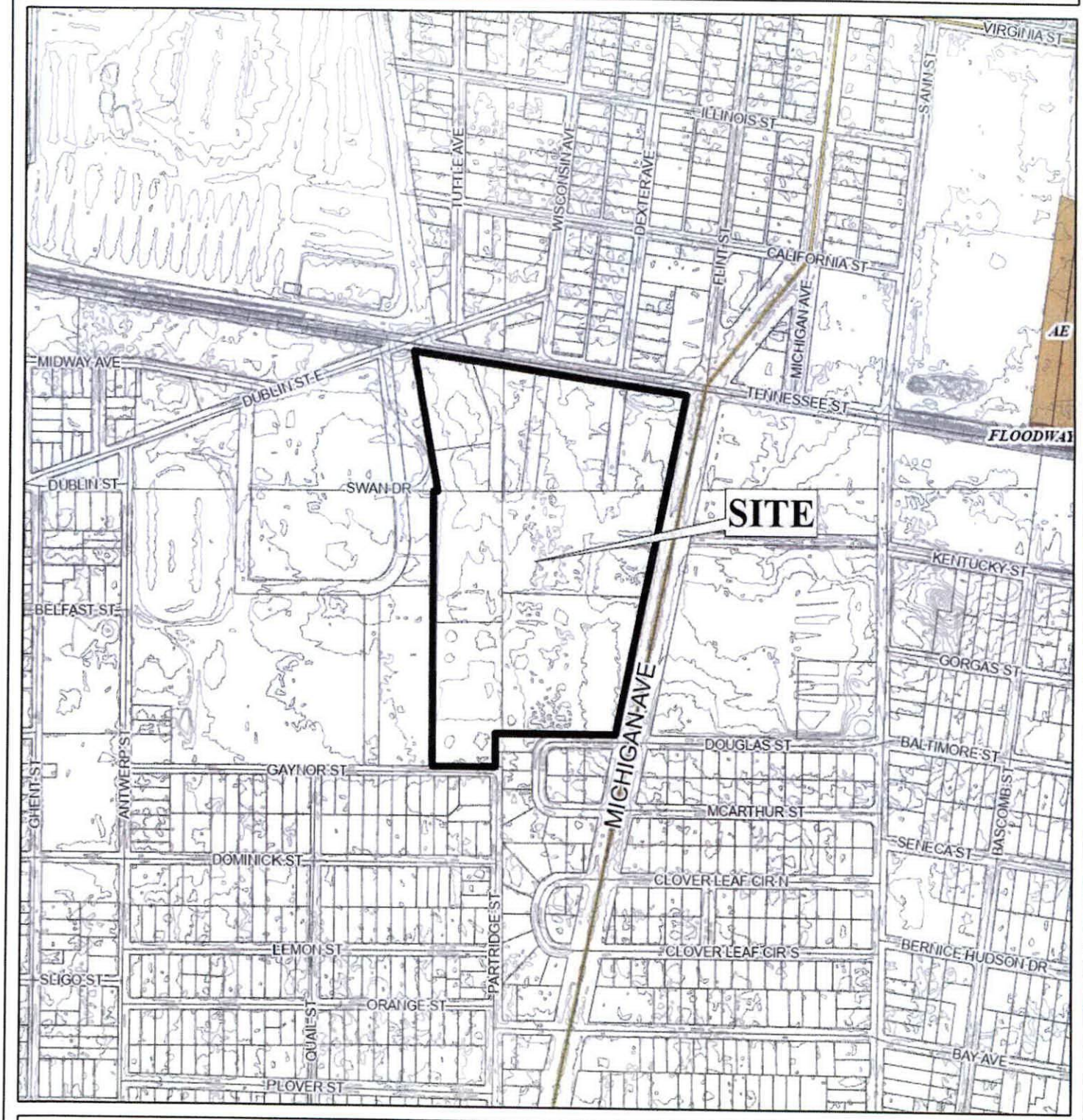
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 2 DATE March 2, 2023

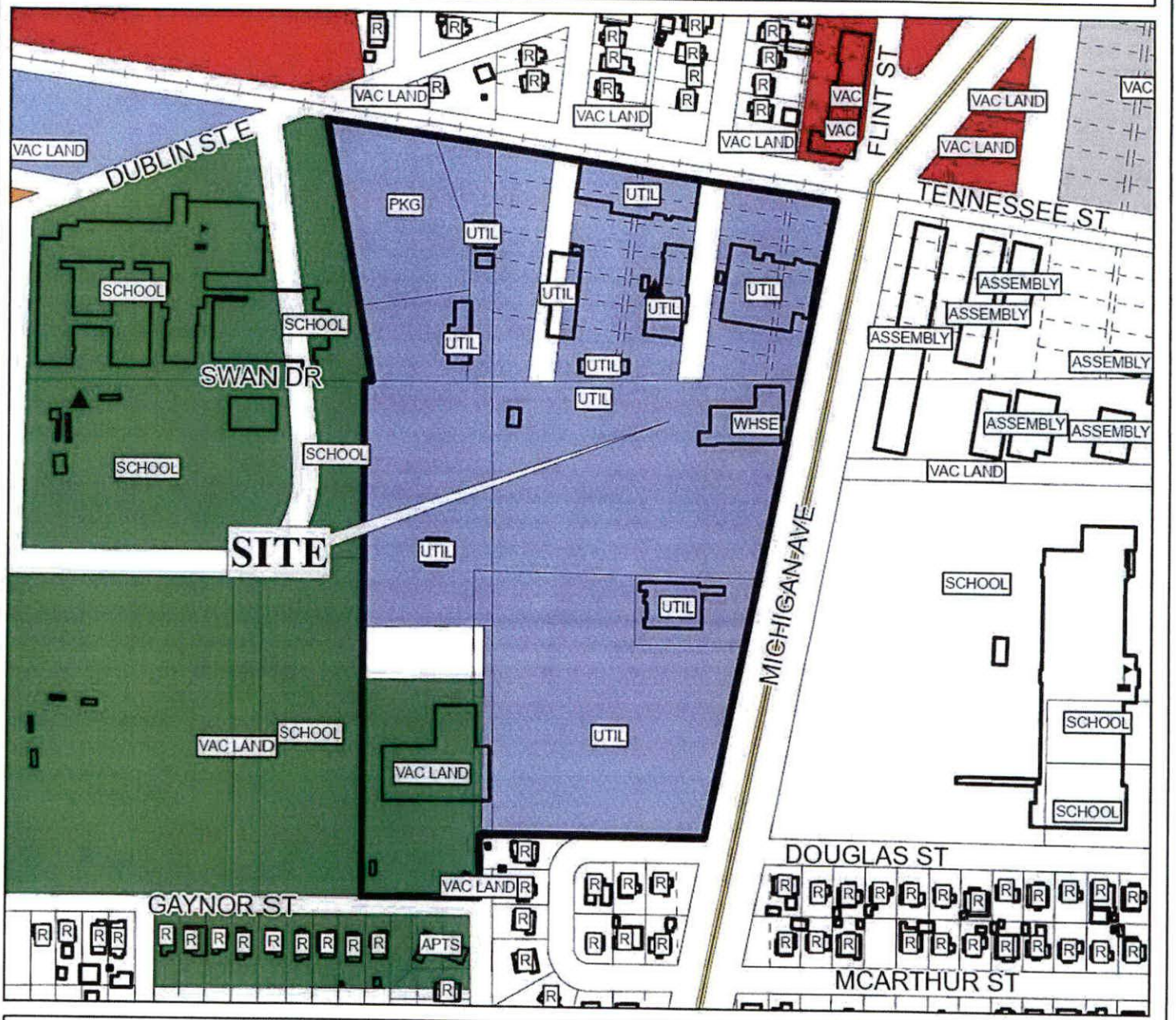
APPLICANT Alabama Power Company Michigan Avenue Subdivision

REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Schools lie west and east of the site along with a assembly factory.

APPLICATION NUMBER 2 DATE March 2, 2023

APPLICANT Alabama Power Company Michigan Avenue Subdivision

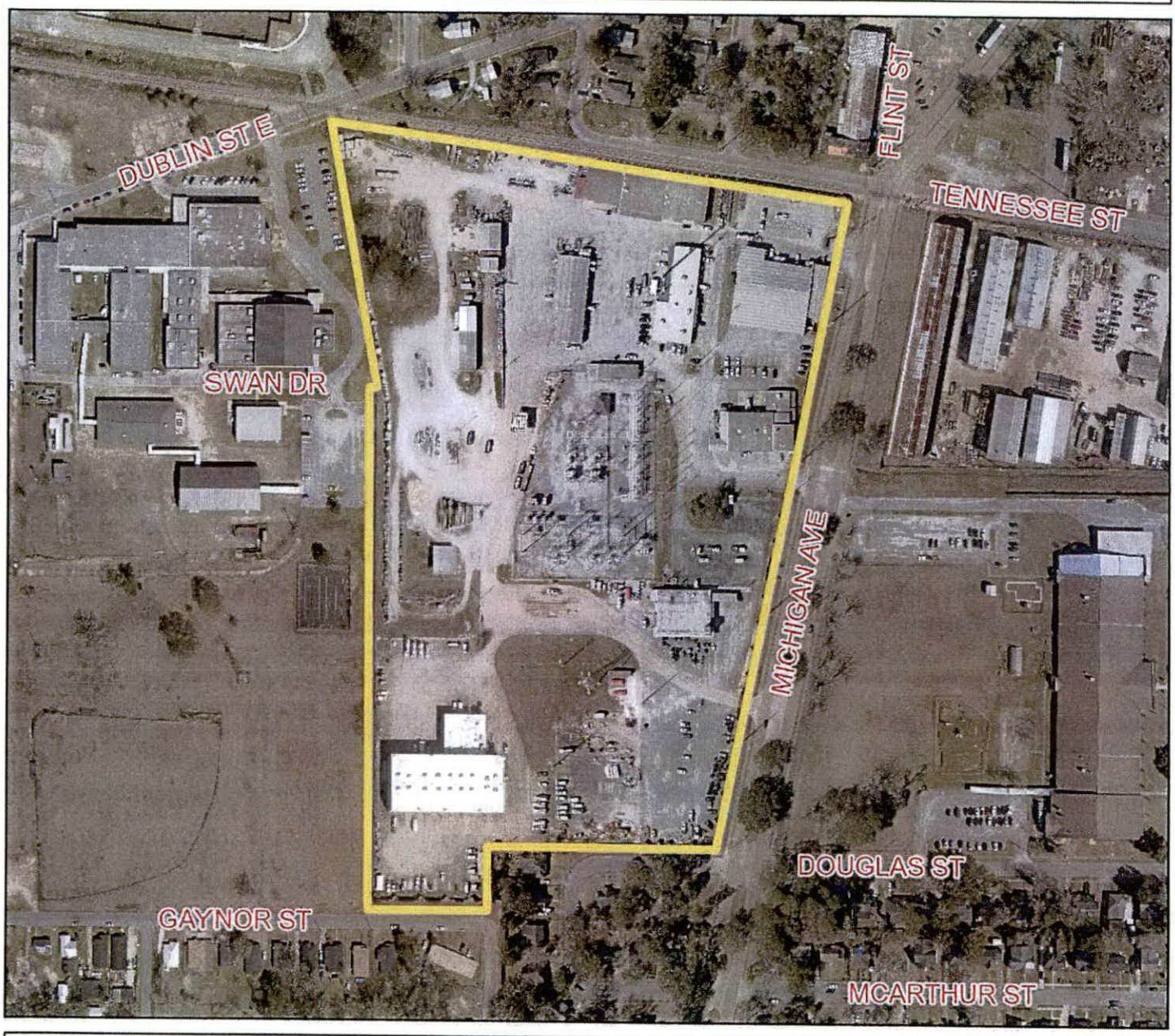
REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Schools lie west and east of the site along with a assembly factory.

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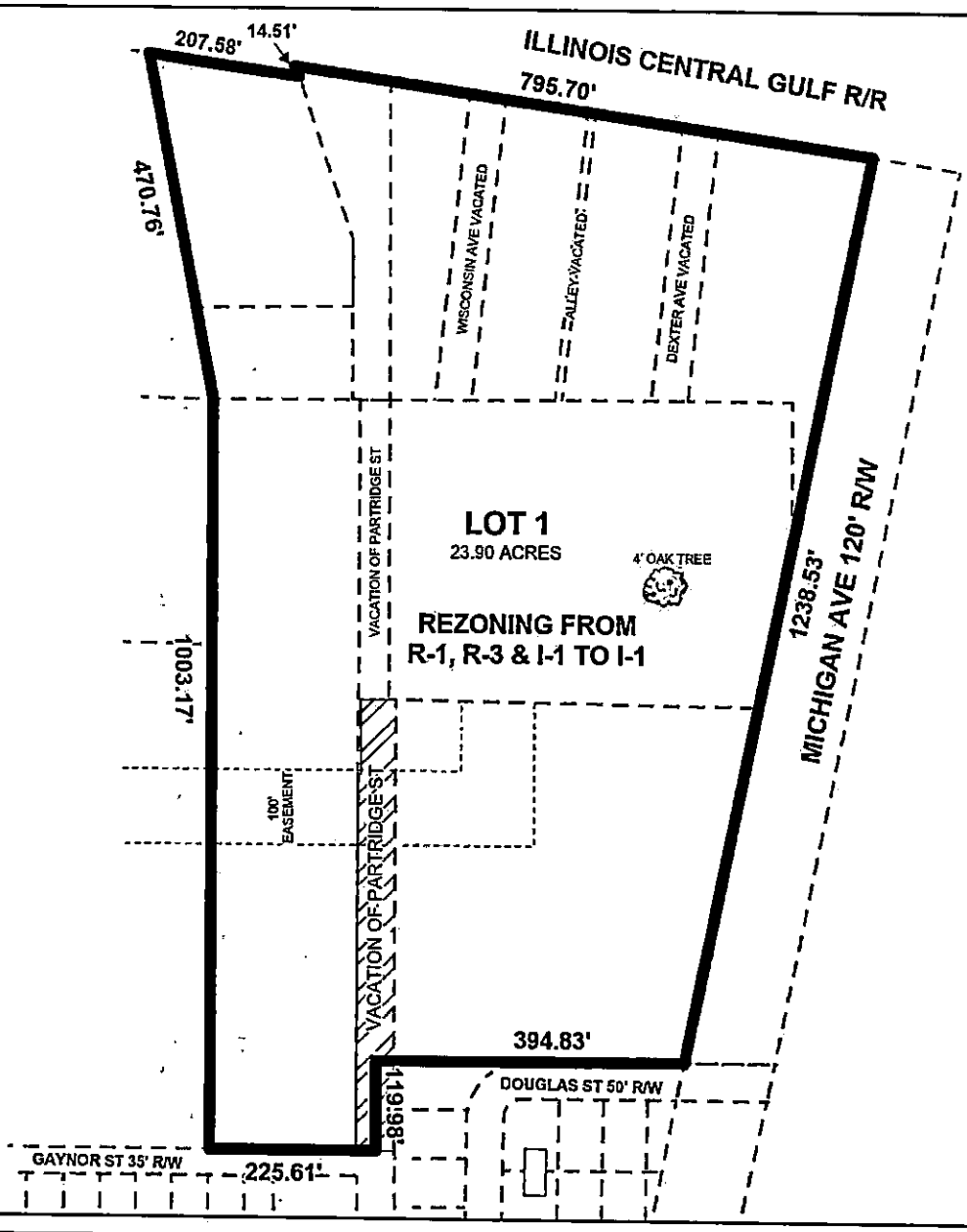
APPLICANT Alabama Power Company Michigan Avenue Subdivision

REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

N

NTS

SITE PLAN



The site plan illustrates the vacated street right of ways, existing lots, and easement.

APPLICATION NUMBER 2 DATE March 2, 2023

APPLICANT Alabama Power Company Michigan Avenue Subdivision

REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

N

NTS

8

SUB-002365-2023 &
ZON-002364-2023

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT — Date: February 15, 2023

NAME	William Erwin Barrett
SUBDIVISION NAME	Alabama Power Company Michigan Avenue Subdivision
LOCATION	650 Michigan Avenue (Southwest corner of Michigan Avenue and Tennessee Street, extending to the Northwest corner of Michigan Avenue and Douglas Street).
CITY COUNCIL DISTRICT	District 2
PRESENT ZONING	R-1, Single Family Residential District. R-3, Multiple-Family Residential District, and I-1, Light Industry District
PROPOSED ZONING	I-1, Light Industry District
AREA OF PROPERTY	1 Lot / 23.9± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from nine (9) metes-and-bounds parcels, six (6) legal lots of record and several vacated rights-of-way; and Rezoning from R-1, Single Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	None provided
ENGINEERING COMMENTS	

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Delete NOTES #1 - #4 as they are standard notes for a PUD Site Plan.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 20 - #88) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). Applicant will need to coordinate with the City Engineering Permitting Department staff to establish the exact amount that each Lot will receive prior to the submittal of the Final Plat from review and signatures.
D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from nine (9) metes-and-bounds parcels, six (6) legal lots of record, and multiple vacated rights-of-way; and Rezoning from R-1, Single Family Residential District, R-3, Multiple-Family Residential District, and I-1, Light Industry District to I-1, Light Industry District.

The site has been given a Light Industry (LI) and Institutional (INS) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Light Industry (LI)
This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

Institutional (INS)
This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included. Parks and public open space are not included but have their own land use classification.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases

based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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

The site has frontage on Michigan Avenue, a minor arterial street per the Major Street Plan, with an existing compliant right-of-way of 120-feet, making no dedication necessary. The Illinois Central Gulf Railroad immediately abuts the site to the North. Douglas Street, which abuts the subject site to the South, is a minor street with curb and gutter, with an existing compliant right-of-way width of 50-feet, making no dedications necessary. Per Section V.D.6. of the Subdivision Regulations, dedication of the corner radius at the intersection of Michigan Avenue and Douglas Street should be required, if approved.

The lot size is labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, adjusted for any dedication.

The 25-foot front minimum building setback is not shown along any street frontage. If approved, the 25-foot setback should be depicted along all public street frontages on the Final Plat, adjusted for any required dedication.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

It should be noted that there is an easement depicted on the preliminary plat. If approved, a note should be placed on the Final Plat stating that no structures are to be placed within an easement without the approval of the easement holder.

The applicant submitted the following concerning the Rezoning:

> *Parcel Number 022910284001002.000, is a maintenance building with partial parking. In the past, said parcel was incorrectly or wasn't included in the rezoning for the overall properties owed by the Alabama Power Company located at 650 Michigan Avenue (zoned I-1). The South 3/4th of the said parcel is zone R-3 with the remaining to the North as a zone R-1. We will be submitting a Subdivision to combine all parcels into one at said address in the near future. We would like to change the zones of said parcel to I-1 because the subdivision of land into urban building sites makes reclassification necessary and desireable.*

The property is bounded to the West by R-3, Multiple-Family Residential District; to the North, across the railroad tracks and Tennessee Street, by R-1, Single-Family Residential District and B-3, Community Business District; and to the East and South by R-1, Single-Family Residential District.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is largely zoned I-1, Light Industrial District currently, with the exception of two vacated rights-of-way, and a split-zoned (R-1 and R-3) parcel. The site is utilized by Alabama Power, with the split-zoned portion being incorporated into the development sometime between 1984 and 2006, per aerial photographs of the site.

As submitted, the proposed one-lot Subdivision would result in a split-zoned parcel, indicating rezoning may be considered necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) completion of the rezoning process prior to the signing of the Final Plat;
2) dedication of the corner radius at Michigan Avenue and Douglas Street per Section V.D.6. of the Subdivision Regulations;
3) depiction of the 25-foot minimum building setback line along all public street frontages, adjusted for dedication;
4) retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information, adjusted for dedication;
5) placement of a note stating that no structures are to be placed within an easement without the easement holder's permission;
6) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Delete NOTES #1 - #4 as they are standard notes for a PUD Site Plan. C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 20 - #88) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). Applicant will need to coordinate with the City Engineering Permitting Department staff to establish the exact amount that each Lot will receive prior to the submittal of the Final Plat from review and signatures. D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with*

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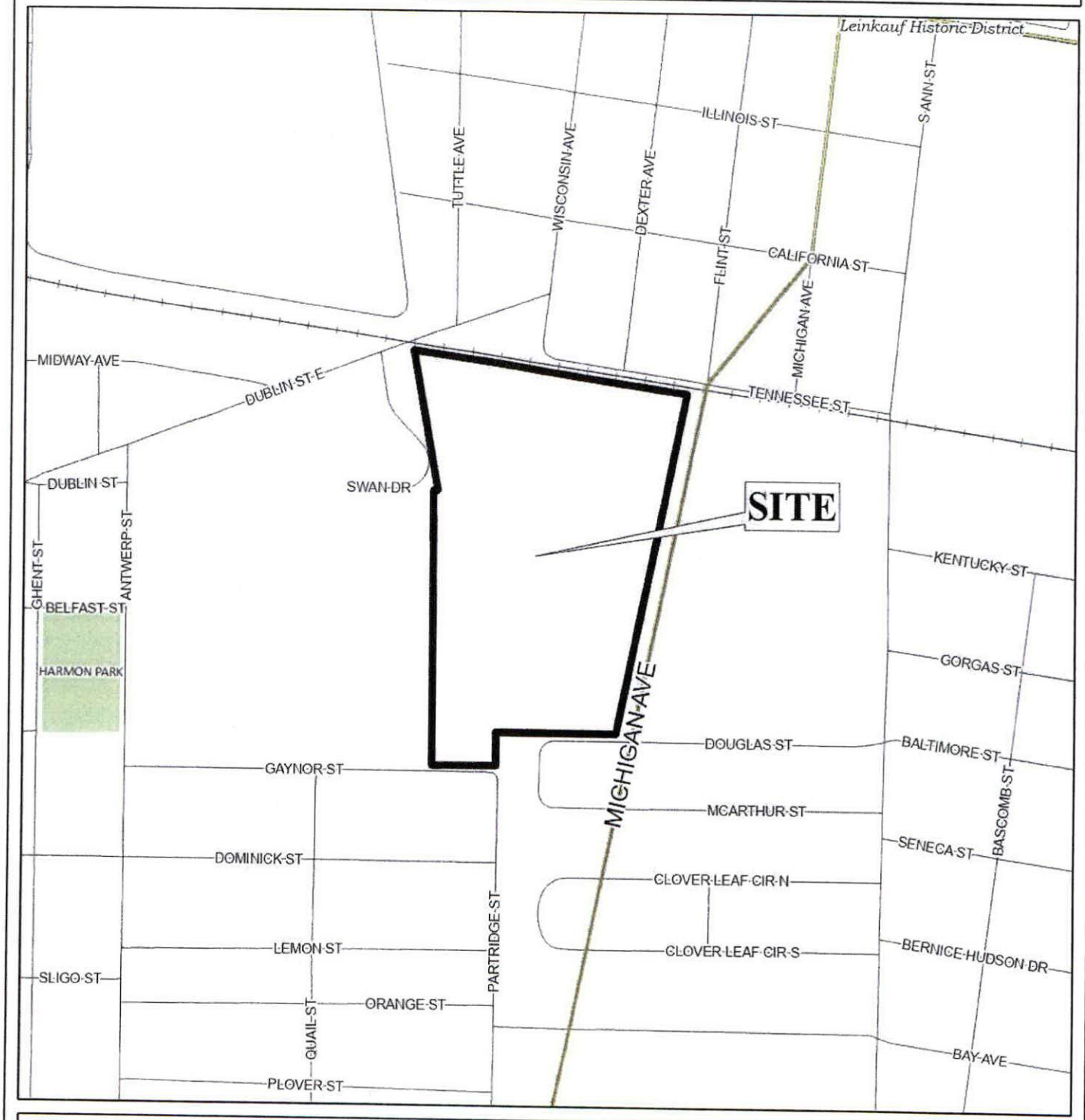
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

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LOCATOR MAP



APPLICATION NUMBER 8 DATE February 15, 2023

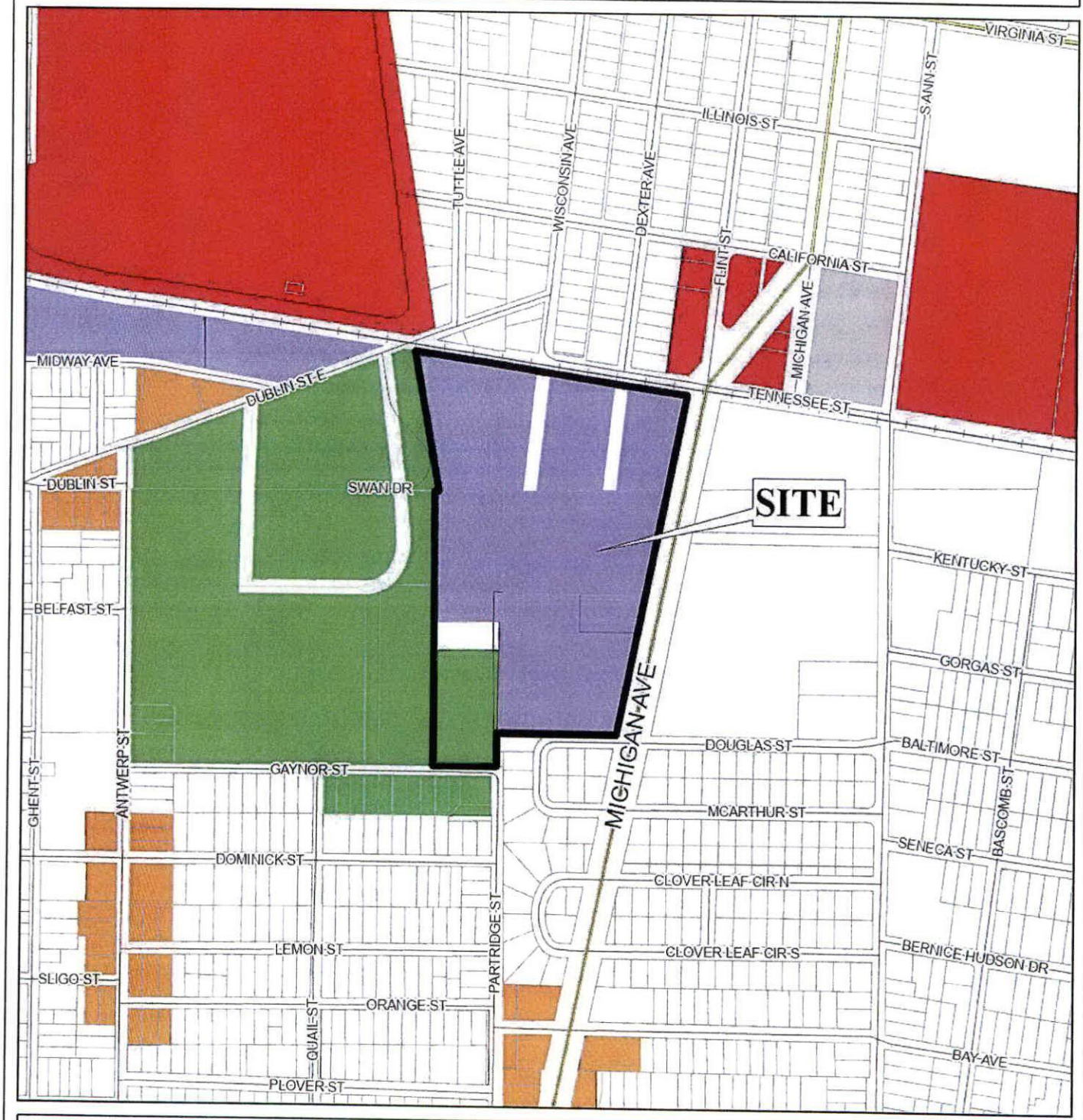
APPLICANT Alabama Power Company Michigan Avenue Subdivision

REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE February 15, 2023

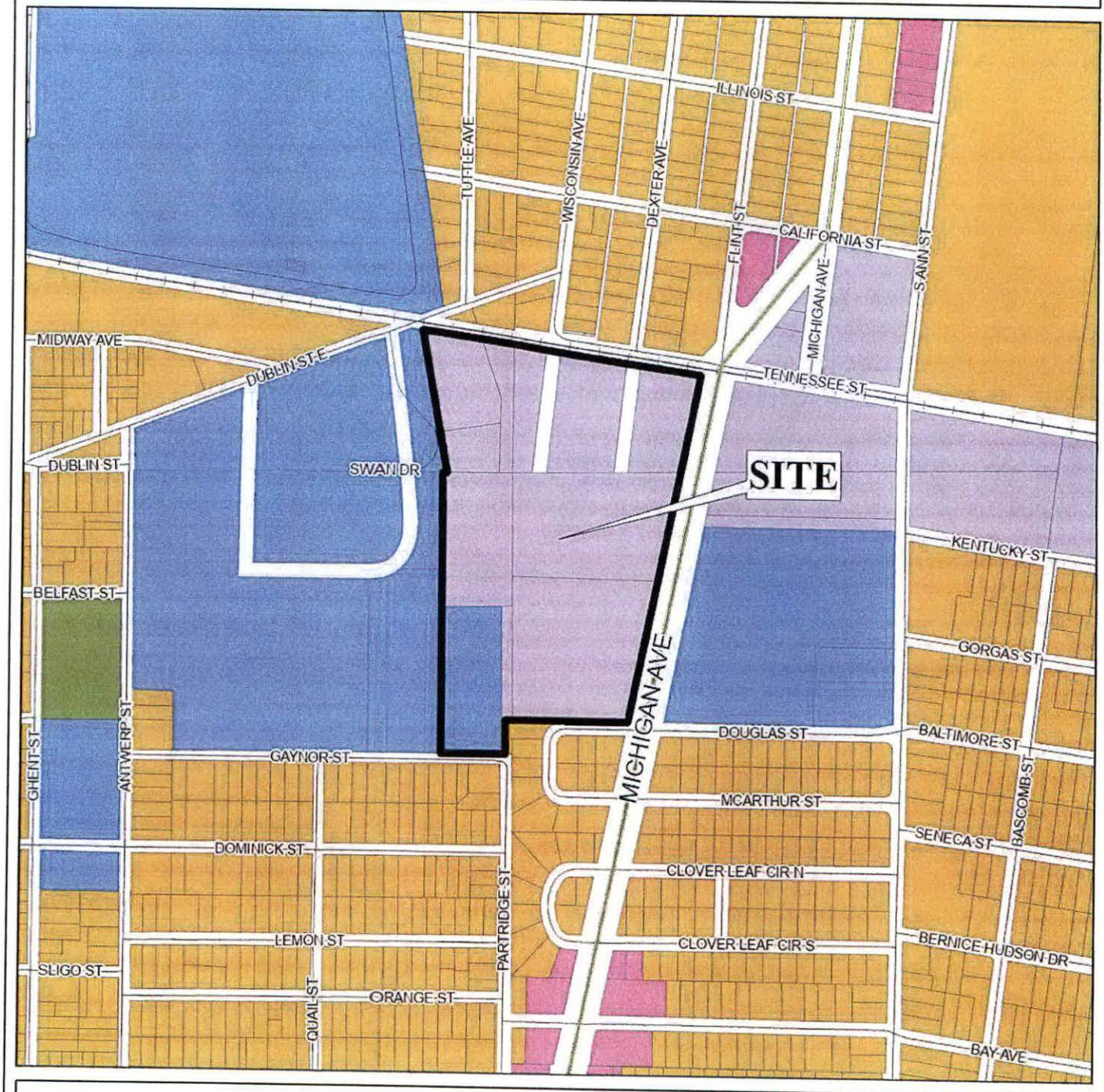
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REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE February 15, 2023

APPLICANT Alabama Power Company Michigan Avenue Subdivision

REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

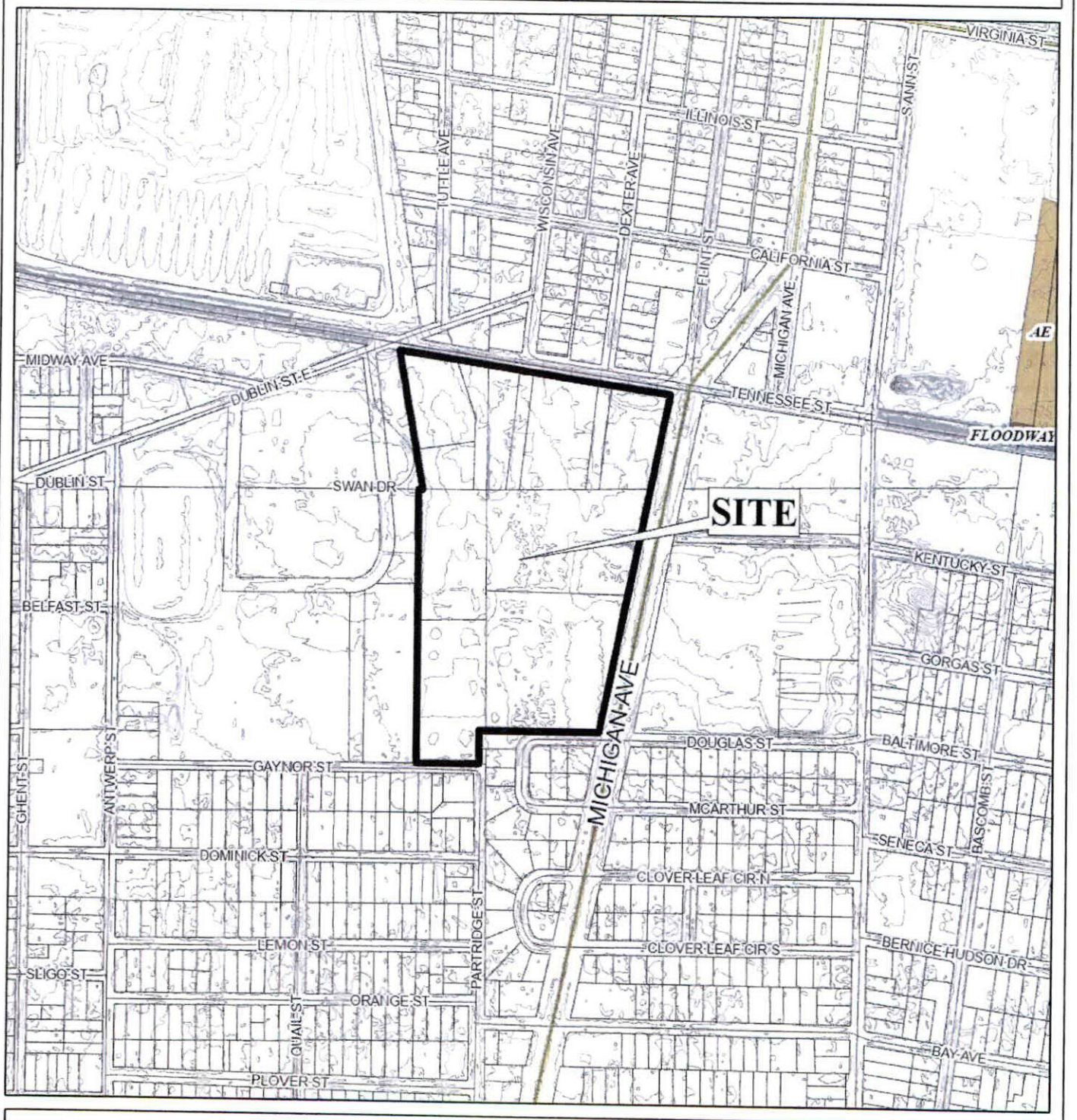
Layer2

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

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE February 15, 2023

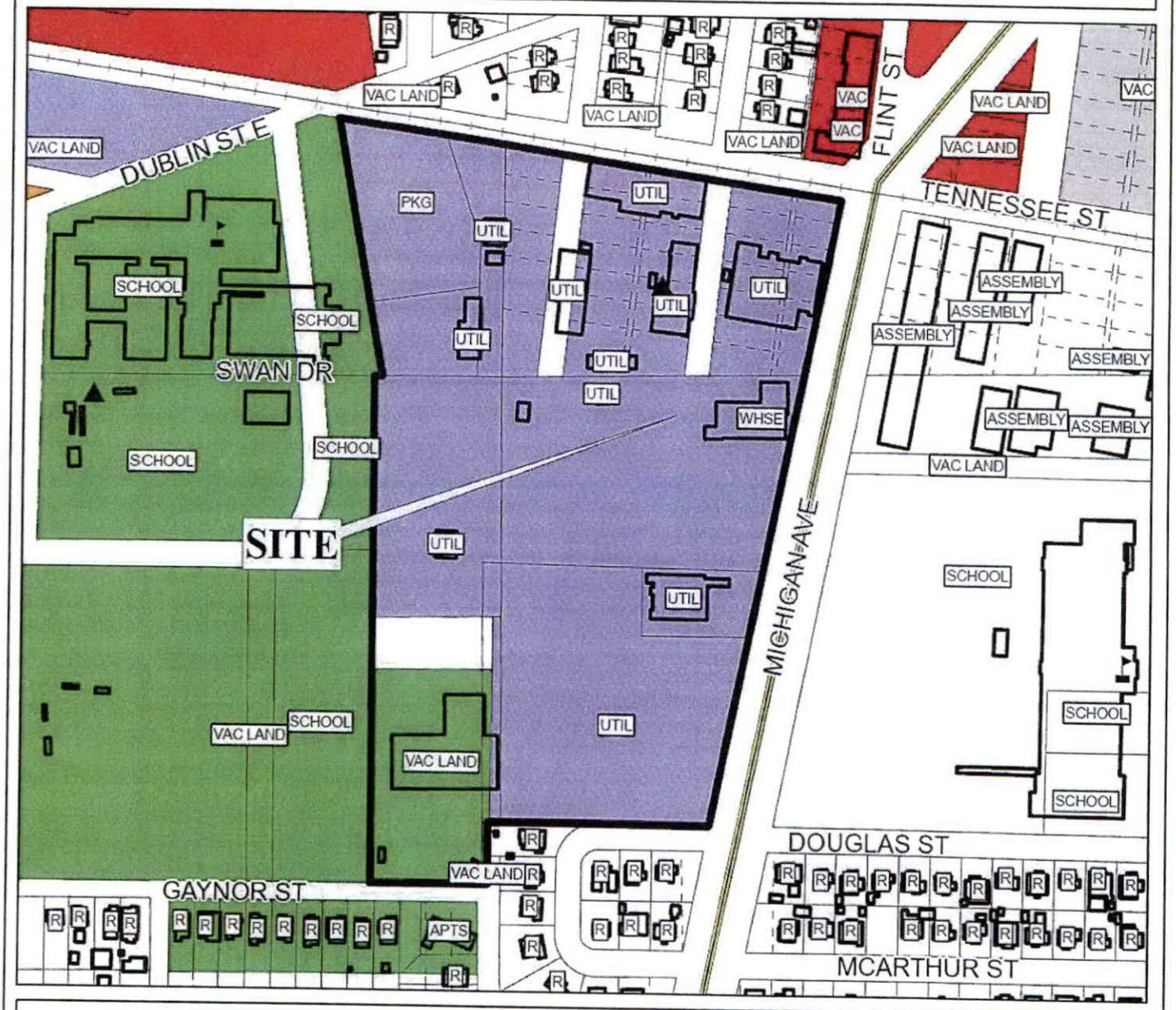
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NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Schools lie west and east of the site along with a assembly factory.

APPLICATION NUMBER 8 DATE February 15, 2023

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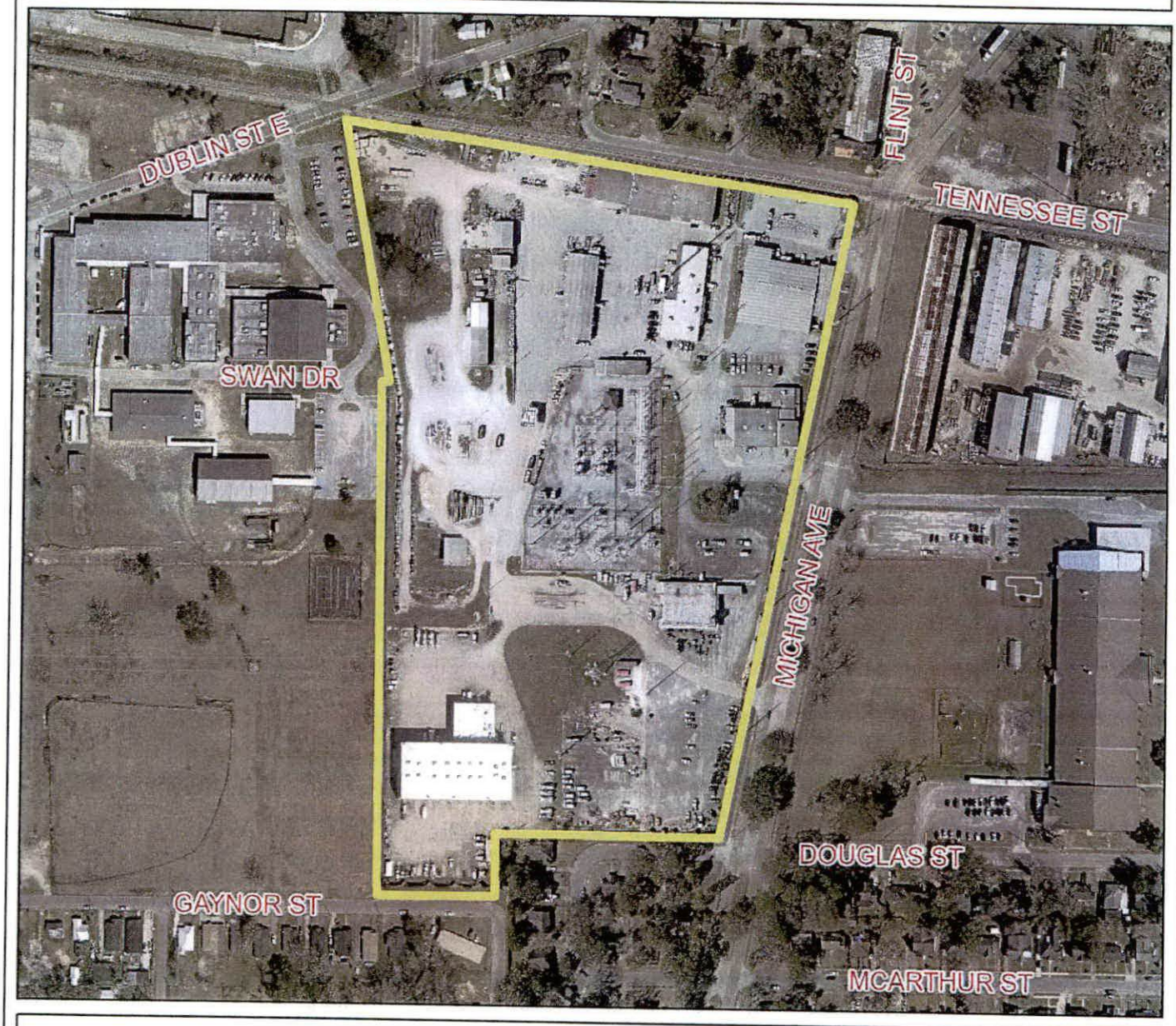
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R-A R-3 T-B B-2 B-5 MUN SD-WH T5.1
R-1 R-B B-1 B-3 I-1 OPEN T3 T5.2
R-2 H-B LB-2 B-4 I-2 SD T4 T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Schools lie west and east of the site along with a assembly factory.

APPLICATION NUMBER 8 DATE February 15, 2023

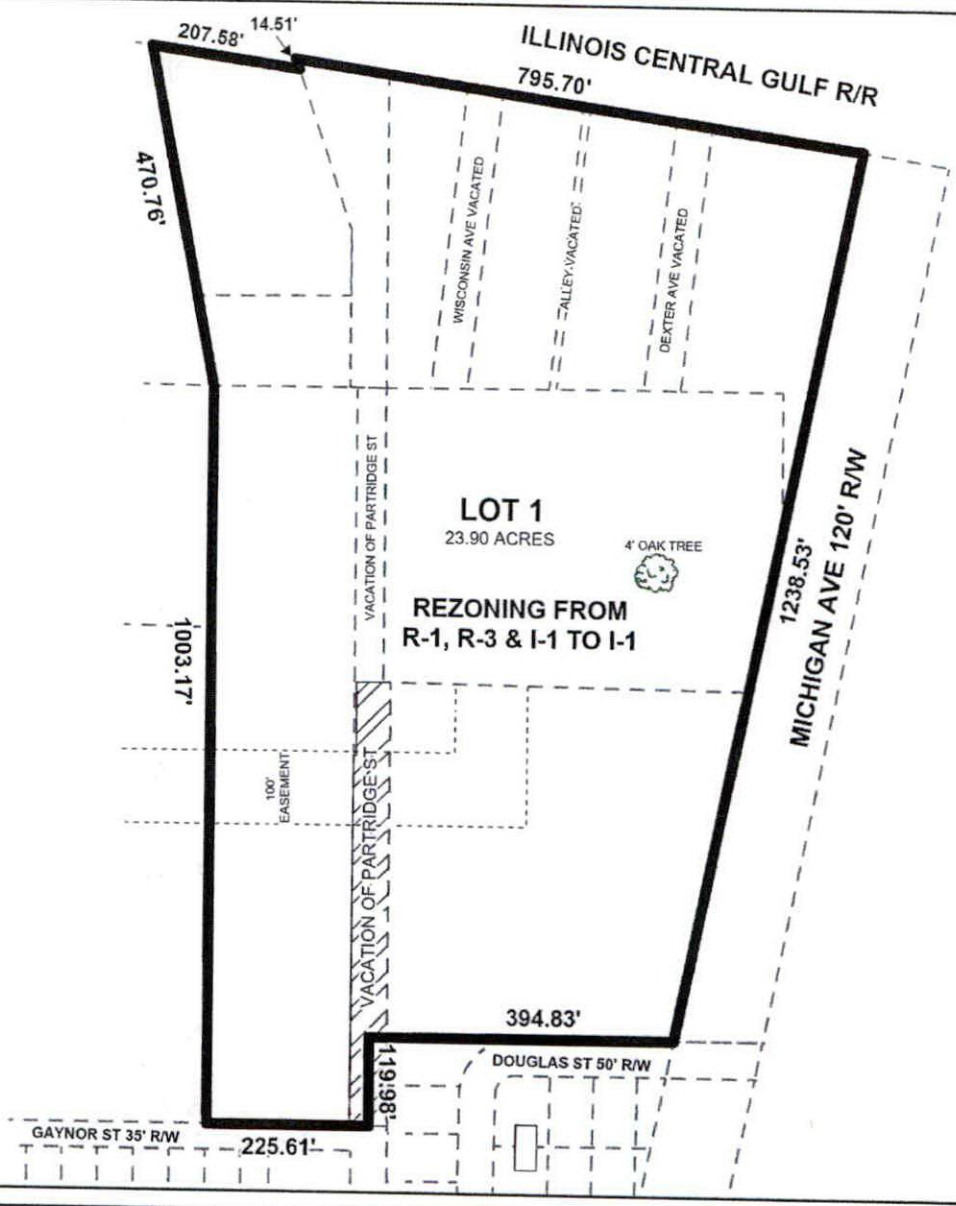
APPLICANT Alabama Power Company Michigan Avenue Subdivision

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NTS

SITE PLAN



The site plan illustrates the vacated street right of ways, existing lots, and easement.

APPLICATION NUMBER 8 DATE February 15, 2023

APPLICANT Alabama Power Company Michigan Avenue Subdivision

REQUEST Subdivision, Rezoning from R-1, R-3 and I-1 to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/4/2023

Funding Source

Project # 650 St. Michael Street - ME-008-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 650 St. Michael Street	Cover Memo	3/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/28/2023 - 5:05 PM
City Clerk	Gauthier, Lana	Approved	3/30/2023 - 11:13 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **650 ST. MICHAEL STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 9, 11 and 14;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **650 ST. MICHAEL STREET** described as:

BEG NW COR DEARBORN & ST MICHAEL STS TH WLY ALG N/S ST MICHAEL ST 55 FT(S) TH NLY 48 FT(S) TH ELY 55 FT(S) TH SLY 48 FT(S) TO POB BEING PART GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel Number: 29 06 40 0 010 026

Last Assessed to: SINGLETON KEITH

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 27, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 4, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **650 ST MICHAEL STREET.** OWNED BY OR MAY HAVE AN INTEREST: **WRIGHT CARRIE L -TR U/W OF C/O ROSEMA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 010 026
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

650 St. Michael Street

Property Details			
	756961	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	01-13-23	Comments	See Below.

Property Score			
Score	57	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-26-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/13/2023

Property Address: 650 St. Michael Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☒9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


MAR 27 2023


MAR 27 2023


MAR 27 2023


MAR 27 2023


MAR 27 2023


MAR 27 2023


MAR 27, 2023


MAR 27 2023


MAR 27 2023

Affidavit of Mailed Notice

March 27, 2023

State of Alabama
County of Mobile

Subject Property – 650 St. Michael Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **8** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of George L. Little
Rosemary L. Watson
10341 Green Heron Court
Charlotte, NC 28278-6951

February 8, 2023

RE: **650 St. Michael Street**
Project Number: ME-008-23

Dear Rosemary L. Watson:

On January 13, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 650 St. Michael Street.

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

BEG NW COR DEARBORN & ST MICHAEL STS TH WLY ALG N/S ST MICHAEL ST 55 FT(S) TH NLY 48 FT(S) TH ELY 55 FT(S) TH SLY 48 FT(S) TO POB BEING PART GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel Number: 29 06 40 0 010 026

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 25, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 25, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 25, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 25, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on April 4, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **650 St. Michael Street** Date: January 31, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 31, 2023

Per the Title Report, the owner is: Heirs of George L Little DOD 5/25/1956

Notes: I could not locate a will or Trust for George L Little. Mobile County Revenue Commission does not have any documents nor does Mobile County Probate Records. All but one of the children of George L Little are deceased. I included the only living daughter. She is 96 years old.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Rosemary L Watson 10341 Green Heron Ct Charlotte NC 28278-6951	Heir/Daughter of Phone number 251-661-1841 Phone number 704-733-9731
2	Kinnard D Wright Jr 1119 Delcastle Ct Bowie MD 20721-3204	Heir/Grandson of George Little DOD 5/25/1956 Phone number 301-674-8772
3	Willis L Wright 2636 Harding Blvd Baton Rouge LA 70807-5641	Heir/Grandson of George Little DOD 5/25/1956 Phone number 225-300-4659
4	Clyde W Wyatt 107 Trellis Ave Chauvin LA 70344-4021	Heir/Grandson of George Little DOD 5/25/1956 Phone number 251-300-9377 Phone number 716-227-5263
5	Winifred G Little 138 Sand Bar Ln Unit 4 Detroit MI 48214-8034	Heir/Granddaughter of George Little DOD 5/25/1956 Phone number 248-842-4751 Phone number 251-633-3816

6	Walter Kinnard Little Jr 1020 Montlimar Dr Mobile AL 36609-1707	Heir/Grandson of George Little DOD 5/25/1956 Phone number 251-454-5454 Phone number 251-471-5701 Phone number 251-639-0911 Phone number 251-633-3816
7	Lula Little 2422 N Creek Circle Dr Mobile AL 36617-2303	Heir/Wife of grandson Gray Lawrence Little Sr DOD 1/4/1975 which is son of George Little DOD 5/25/1956. Phone number 251-476-2542
8	Owner 650 St Michael St Mobile AL 36602-1808	Subject Property

TAX STATUS: 2022 DELINQUENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

SHONNDA SMITH EXECUTIVE DIRECTOR DEPUTY OF PUBLIC WORKS

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project # 61106110-42070 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
DEREK HYDER TENNIS RACQUET STRINGER RESOLUATION	Cover Memo	5/12/2023
DEREK HYDER RACQUET STRINGER CONTRACT	Cover Memo	5/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Byerley, Jackie	Approved	5/12/2023 - 3:30 PM
Budget	Sapp, Celia	Approved	5/24/2023 - 11:17 AM
Legal	Kern, Chris	Approved	5/25/2023 - 11:43 AM
Legal	Kern, Chris	Approved	5/25/2023 - 11:43 AM
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:38 PM

01- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Derek Hyder to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $70,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Racquet Stringing

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 18th day of April 2023_, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Derek Hyder (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of restringing tennis racquets, and

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the Exhibit A. The total amount of this contract should not exceed $70,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. 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.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. 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 any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action *or* proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Derek Hyder
5741 Green Tree Road
Mobile, Alabama 36609

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

R. 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.

Exhibit A Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.

3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.

5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.

6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

7. City will pay Contractor $15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.

8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Arcadis US, Inc for 34 polymer concrete boxes for Traffic Engineering.
Capital supplies

Amount of Contract:

$23,702.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230523 Arcadis Agenda Package POs	Cover Memo	5/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 May 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Arcadis US Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Arcadis US, Inc for 34 polymer concrete boxes for Traffic Engineering.

Capital supplies

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,702.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

_____

_____

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
9224	2023	(2060) TRAFFIC ENGINEERING	34 POLYMER CONCRETE BOXES FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$23,702.00	(297773) ARCADIS US INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009224-00 FY 2023
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: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER ALABAMA STATEWIDE ITS MAINTENANCE CONTRACT MA 999 220000000043			
001	MISCELLANEOUS INFRASTRUCTURE (MAJOR MATERIAL) (COST PLUS), ALDOT ITS MAINTENANCE CONTRACT LINE 196, COMM BOX 24X26X24 ASSEMBLY, POLYMER CONC BOX WITH SOLID LID, TIER 15, HEX HED BOLTS PLUS ASSOCIATED FREIGHT CHARGES	34.00 EACH	697.11760	23702.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0471 .OPERSUPPLS. .			23702.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00009224-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			23702.00

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

Account			Amount	Remaining Budget
E C0471	.OPERSUPPLS.	.	23702.00	139219.04

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	23702.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Rejected	05/16/23	MARYBETH BERGIN	fix line item description to i
Approved	05/16/23	MARYBETH BERGIN	
Approved	05/16/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	05/16/23	BRENDA RHODES	
Approved	05/16/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/16/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	05/20/23	SANDRA LEWIS	
Approved	05/20/23	DONALD ROSE	Auto approved by: 910518227
Approved	05/20/23	SANDRA LEWIS	
Approved	05/20/23	JOHN PAINE	Auto approved by: 910518227
Approved	05/20/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

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

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Jason	Taylor	Jason.Taylor@arcadis.com	904-861-2803
Jeff	Jones	Jeff.Jones@arcadis.com	504-648-3616
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

8 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2024

Documents

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF

Items

- Statewide Intelligent Transportation System Maintenance terms and conditions.xml

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.31	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.36	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.42	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.47	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.57	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.68	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	2.78	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.05	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.52	Linear Foot

Item Name	Product Code		UOM
Fiber Optic Cable, Adder For 1,500 Lf Or Less	220000000043-999-1-11	2.10	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	220000000043-999-1-12	2.10	Linear Foot
Fiber Distribution Unit, (Major Materials)	220000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack Mount, Primary	220000000043-999-1-14	892.50	Each
Fiber Distribution Unit, 144F Rack Mount, Primary	220000000043-999-1-15	1,391.25	Each

1 2 3 4 5 6 7 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Temple Inc for connectivity and support plans for 16 school-zone beacons for Traffic Engineering.
Capital supplies

Amount of Contract:

$26,720.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230523 Temple Agenda Package POs	Cover Memo	5/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:37 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 May 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Temple Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Temple Inc for connectivity and support plans for 16 school-zone beacons for Traffic Engineering.

Capital supplies

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $26,720.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC Cooperative Purchasing Agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6834	2023	(2060) TRAFFIC ENGINEERING	CONNECTIVITY AND SUPPORT PLANS FOR 16 SCHOOL-ZONE BEACONS FOR TRAFFIC ENGINEERING (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$26,720.00	(280034) TEMPLE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00006834-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/23	280034				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER THE HGAC CONTRACT PE05-21			
001	CONNECTIVITY AND SUPPORT PLANS, 10 YEAR TERM FOR SCHOOL ZONE BEACON UNITS - DG-020: DEVICE IDS 1629, 17571, 2468, 3818, 928, 921, 978, 2461, 2256, 2261, 2465, 2262, 2263, 2464, 2465, 929, SZF/PCSS Comms - 10 Yr	16.00 EACH	1670.00000	26720.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			26720.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Bill To	Requisition 00006834-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/23	280034				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			26720.00

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

Account			Amount	Remaining Budget
E C0294	.OPERSUPPLS.	.	26720.00	95954.98

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	26720.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	03/13/23	MARYBETH BERGIN	
Approved	03/13/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	05/10/23	MARYBETH BERGIN	
Approved	05/10/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	03/13/23	BRENDA RHODES	
Approved	03/13/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/13/23	RELYA MALLORY	Auto approved by: 910511034
Approved	05/10/23	BRENDA RHODES	
Approved	05/10/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/10/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	04/03/23	SANDRA LEWIS	
Rejected	04/03/23	SANDRA LEWIS	do not use this coop this will
Queued	05/10/23	DONALD ROSE	do not use this coop this will
Queued	05/10/23	SANDRA LEWIS	do not use this coop this will
Queued	05/10/23	JOHN PAINE	do not use this coop this will
Queued	05/10/23	MICHAEL SPAFFORD	do not use this coop this will

Bill To	Requisition 00006834-00 FY 2023
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 3

Vendor	Ship To
TEMPLE INC	TRAFFIC ENGINEERING
P O BOX 2066	852 GAYLE STREET
	MOBILE, AL 36604
DECATUR, AL 35602	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#256-353-3820	Delivery Reference
Fax 256-353-3351	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/23	280034				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

HGACBuy (/)
THE SMART PURCHASING SOLUTION

Product Information

Product Description

Optically Controlled or Global Positioning Satellite/Radio Controlled Priority Traffic Signal Preemption System Intelligent Transportation Management Systems Indication and Warning Assembly with or without Activation Systems

Manufacturer

Applied Information, Inc.

Product Code

DA,DI, DG

Contract

PE05-21 Traffic Control, Enforcement & Signal Preemption Equipment

Contract Category

Public Works Equipment

Price Unit

EA

Keyword(s)

GPS, Traffic Preemption Equipment

View Catalog (/media/hgacbuy/catalogs/PE05-21/Applied-Information.zi

Vendors Offering This Product

Applied Information Inc.

Jessica Shin
jshin@appinfoinc.com (mailto:jshin@appinfoinc.com)
Phone: 678-830-2170
Fax: 678-669-1686

Temple Inc.

Byron Hood
byron.hood@temple-inc.com (mailto:byron.hood@temple-inc.com)
Phone: 256-353-3820
Fax: 256-353-4578

Contact HGACBuy

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

Return to Products & Services (/products-and-services)

View This Contract (/products-and-services/view-contract?contractid=117

FORM D - OFFERED ITEMS PRICING	Procurement No.:	PE05-21
Offeror Name:	**Applied Information, Inc.**	
H-GAC Product Code	**Item Description (Offeror may not change any desctiption or add items)**	**Offered Price**
DA-001	Preempt/Priority Cabinet Unit - Standard Comms (AI-500-085)	$1,685.00
DA-002	Preempt/Priority Cabinet Unit - 4G Video w/ 4 Port Switch (AI-500-085-02)	$2,085.00
DA-003	Preempt/Priority Cabinet Small Form Factor Unit - Standard Comms (AI-500-085-03)	$1,685.00
DA-004	Preempt/Priority Cabinet Small Form Factor Unit - 4G Video w/ 4 Port Switch (AI-500-085-04)	$2,085.00
DA-005	Preempt/Priority Cabinet Unit - Standard Comms - Temple Inc. (AI-500-086)	$1,685.00
DA-006	Preempt/Priority Cabinet Unit - 4G Video w/ 4 Port Switch - Temple Inc. (AI-500-086-02)	$2,085.00
DA-007	Preempt/Priority Cabinet Small Form Factor Unit - Standard Comms - Temple Inc. (AI-500-086-03)	$1,685.00
DA-008	Preempt/Priority Cabinet Small Form Factor Unit - 4G Video w/ 4 Port Switch - Temple Inc. (AI-500-086-04)	$2,085.00
DA-009	Preempt/Priority In-Vehicle Unit (AI-500-065)	$1,575.00
DA-010	Preempt/Priority In-Vehicle Unit w/ DSRC, C-V2X, V2N, 900MHz Radio, and Bluetooth (AI-500-065-02)	$3,545.00
DA-011	Preempt/Priority In-Vehicle Unit - Temple Inc. (AI-500-066)	$1,575.00
DA-012	Preempt/Priority In-Vehicle Unit w/ DSRC, C-V2X, V2N, 900MHz Radio, and Bluetooth - Temple Inc. (AI-500-066-02)	$3,545.00
DA-013	Preemption In-Vehicle Test Kit (AI-500-067)	$1,575.00
DA-018	Glance Subscription and Configuration	$467.50
DA-019	Comms - 1 Yr Standard (Preemption/Priority Systems (Cabinet & Vehicle) – includes passthrough (limited central system polling) - excludes video)	$405.00

DA-020	Comms - 2 Yr Standard (Preemption/Priority Systems (Cabinet & Vehicle) – includes passthrough (limited central system polling) - excludes video)	$785.00
DA-021	Comms - 5 Yr Standard (Preemption/Priority Systems (Cabinet & Vehicle) – includes passthrough (limited central system polling) - excludes video)	$1,935.00
DA-022	Comms - 10 Yr Standard (Preemption/Priority Systems (Cabinet & Vehicle) – includes passthrough (limited central system polling) - excludes video)	$2,975.00
DA-023	Comms - 1 Month Standard (Preemption/Priority Systems (Cabinet & Vehicle) – includes passthrough (limited central system polling) - excludes video)	$35.00
DA-024	Comms - 1 Yr Video (Preemption/Priority Systems with limited Video Streaming on demand through Glance (Cabinet) includes preempt, passthrough)	$810.00
DA-025	Comms - 2 Yr Video (Preemption/Priority Systems with limited Video Streaming on demand through Glance (Cabinet) includes preempt, passthrough)	$1,570.00
DA-026	Comms - 5 Yr Video (Preemption/Priority Systems with limited Video Streaming on demand through Glance (Cabinet) includes preempt, passthrough)	$3,865.00
DA-027	Comms - 10 Yr Video (Preemption/Priority Systems with limited Video Streaming on demand through Glance (Cabinet) includes preempt, passthrough)	$5,955.00
DA-028	Comms - 1 Month Video (Preemption/Priority Systems with limited Video Streaming on demand through Glance (Cabinet) includes preempt, passthrough)	$65.00
DA-029	Comms - 1 Yr Exsisting Fiber (Applicable only if existing fiber communications at signals - no backup cellular communications)	$210.00
DA-030	Comms - 2 Yr Exsisting Fiber (Applicable only if existing fiber communications at signals - no backup cellular communications)	$395.00
DA-031	Comms - 5 Yr Exsisting Fiber (Applicable only if existing fiber communications at signals - no backup cellular communications)	$965.00
DA-032	Comms - 10 Yr Exsisting Fiber (Applicable only if existing fiber communications at signals - no backup cellular communications)	$1,490.00
DA-033	Comms - 1 Month Exsisting Fiber (Applicable only if existing fiber communications at signals - no backup cellular communications)	$20.00
DI-001	Intersection Monitoring Cabinet Unit - Standard Comms (AI-500-085)	$1,685.00
DI-002	Intersection Monitoring Cabinet Unit - 4G Video w/ 4 Port Switch (AI-500-085-02)	$2,085.00
DI-003	Intersection Monitoring Cabinet Small Form Factor Unit - Standard Comms (AI-500-085-03)	$1,685.00
DI-004	Intersection Monitoring Cabinet Small Form Factor Unit - 4G Video w/ 4 Port Switch (AI-500-085-04)	$2,085.00

DI-005	Intersection Monitoring Cabinet Unit - Standard Comms - Temple Inc. (AI-500-086)	$1,685.00
DI-006	Intersection Monitoring Cabinet Unit - 4G Video w/ 4 Port Switch - Temple Inc. (AI-500-086-02)	$2,085.00
DI-007	Intersection Monitoring Cabinet Small Form Factor Unit - Standard Comms - Temple Inc. (AI-500-086-03)	$1,685.00
DI-008	Intersection Monitoring Cabinet Small Form Factor Unit - 4G Video w/ 4 Port Switch - Temple Inc. (AI-500-086-04)	$2,085.00
DI-009	Comms - 1 Yr Intersection Monitoring (Excludes passthrough and video)	$245.00
DI-010	Comms - 2 Yr Intersection Monitoring (Excludes passthrough and video)	$500.00
DI-011	Comms - 5 Yr Intersection Monitoring (Excludes passthrough and video)	$1,135.00
DI-012	Comms - 10 Yr Intersection Monitoring (Excludes passthrough and video)	$1,670.00
DI-013	Comms - 1 Month Intersection Monitoring (Excludes passthrough and video)	$20.00
DI-014	Roadside Unit w/ C-V2X and DSRC Capability (Includes RSU Cabinet, Antenna, Antenna Bracket) (AI-500-095CD)	$2,970.00
DG-001	School Timer Switch & Cell (AI-500-070)	$745.00
DG-002	School Timer Switch & Cell (Carmanah Only) (AI-500-070B)	$745.00
DG-003	AI Clock w/ RTC Cable (AI-500-070, 5500-E9B)	$800.00
DG-004	School Timer Switch & Cell - Temple Inc. (AI-500-071)	$745.00
DG-005	School Timer Switch & Cell (Carmanah Only) - Temple Inc. (AI-500-071B)	$745.00
DG-011	PCSS Controller Unit (AI-500-075)	$1,045.00
DG-012	PCSS Solar System Assembly (Includes cabinet, 50W Solar, 80AH Batteries) (AI-900-022-050)	$1,470.00
DG-013	PCSS AC Power Supply (AI-900-023)	$970.00

DG-014	PCSS DMS Sign (AI-900-024)	$810.00
DG-015	RRFB (AI-900-035)	$540.00
DG-016	Glance Subscription and Configuration	$467.50
DG-017	SZF/PCSS Comms - 1 Yr	$245.00
DG-018	SZF/PCSS Comms - 2 Yr	$500.00
DG-019	SZF/PCSS Comms - 5 Yr	$1,135.00
DG-020	SZF/PCSS Comms - 10 Yr	$1,670.00
DG-021	SZF/PCSS Comms - Month to Month	$20.00
DG-022	SZF/PCSS Comms - 1 Yr (Applicable only if existing fiber communications at location - no backup cellular communications)	$130.00
DG-023	SZF/PCSS Comms - 2 Yr (Applicable only if existing fiber communications at location - no backup cellular communications)	$245.00
DG-024	SZF/PCSS Comms - 5 Yr (Applicable only if existing fiber communications at location - no backup cellular communications)	$550.00
DG-025	SZF/PCSS Comms - 10 Yr (Applicable only if existing fiber communications at location - no backup cellular communications)	$815.00
DG-026	SZF/PCSS Comms - Month to Month (Applicable only if existing fiber communications at location - no backup cellular communications)	$10.00
DG-027	Shelf Mount FMU (AI-500-050)	$1,050.00
DI-015	LaserTech Laser Sensor (#3355)	$3,040.00
DI-016	Laser Bracket	$335.00
DI-017	Laser Mounting Adapter Plate & Sunshade (#3869, #3868)	$345.00
DI-018	Laser Sensor 12VDC Power Comm Cable	$155.00

DG-028	Overheight Detection/Flood Warning Baseplate (AI-900-012)	$345.00
DG-029	IP Bullet Camera (#4033)	$450.00
DG-030	Endress Hauser UltraSonic Level Sensor w/ Shield	$3,375.00
DI-019	Low Power Monitoring Device (AI-500-030)	$135.00
DI-020	LPM Glance License and Comms - 1 Yr	$205.00
DI-021	LPM Glance License and Comms - 2 Yr	$405.00
DI-022	LPM Glance License and Comms - 5 Yr	$880.00
DI-023	LPM Glance License and Comms - 10 Yr	$1,215.00
DI-025	Virtual busses for bus priority at intersections where their current AVL system provides a real-time feed of the bus positions to the Glance system	$675.00
DI-026	Virtual busses for bus priority at intersections where their current AVL system provides a real-time feed of the bus positions to the Glance system	$1,350.00
DI-027	Wrong Way Driving; School Bus; Intersections SPAT; DMS Sign; School Zone; Speed Warnings; Curve Warning; Freeway Applications; etc (Per unit)	$675.00
DI-028	Wrong Way Driving; School Bus; Intersections SPAT; DMS Sign; School Zone; Speed Warnings; Curve Warning; Freeway Applications; etc (Per unit)	$1,350.00
DI-029	Integration Support Hourly Rate	$125.00
DI-030	Engineering Support Hourly Rate	$125.00
DI-031	Field Tech Support Hourly Rate	$100.00
DI-032	TravelSafely Mapping Support Hourly Rate	$100.00
DI-033	Monthly Maintenance	$5,400.00
DI-034	SCMS License RSU per device, 1 Year License	$27.00

DI-035	SCMS License OBU per device, 1 Year License	$120.00
DI-036	SCMS Security Certificate Set Up Fee	$27,000.00
DI-037	FCC License Applications (Per City)	$3,375.00
DI-038	Engineering Cost & On Site Commissioning Cost	$4,050.00

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

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

October 1, 2022

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

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for upfit of 15 non-patrol Chevrolet Tahoe PPV SUVs for MPD.
Motor pool capital

Amount of Contract:

$112,491.60

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230523 Dana Agenda Package POs	Cover Memo	5/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 May 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Dana Safety Supply Inc for upfit of 15 non-patrol Chevrolet Tahoe PPV SUVs for MPD.
Motor pool capital

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $112,491.60

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5805

How many bidders received bid packages (if applicable): 30+web

How many bidders submitted bids (if applicable): 2

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8615	2023	(F7000) MOTOR POOL	UPFIT 15 NON-PATROL CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5805)	$112,491.60	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008615-00 FY 2023
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
DANA SAFETY SUPPLY INC	MOTOR POOL
4809 KOGER BLVD	745 BROAD STREET
GREENSBORO, NC 27407	MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG
Tel#850-624-7173 Fax 800-375-8347	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
04/18/23	290980	04/18/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	UPFITTING OF 15 NON-PATROL POLICE 2023 CHEVROLET TAHOE 4 DOOR SUV PPV. VEHICLES SHALL BE UP FITTED AS PER CITY OF MOBILE BID #5805 AND YOUR QUOTE. VEHICLES WILL BE DELIVERED TO VENDORS LOCATION. AS PER CITY OF MOBILE BID #5805 AND YOUR QUOTE Additional Description Notes --- UPFITTING OF 15 STAFF 2023 CHEVROLET TAHOE 4 DOOR SUV PPV. REQUESTED BY THE POLICE DEPARTMENT.	15.00 EACH	7499.44000	112491.60
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			112491.60

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 112491.60

Bill To	Requisition 00008615-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
04/18/23	290980	04/18/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	112491.60	813504.51

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	112491.60	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	05/23/23	JOHN PAINE	GL Allocation changed
Approved	04/21/23	CHARLES SUMRALL	Reviewed and approve
Approved	05/23/23	CHARLES SUMRALL	
Approved	04/24/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	04/24/23	JAMES DELAPP	
Approved	04/24/23	CASI CALLAWAY	Auto approved by: 910518527
Queued	05/23/23	SHONNDA SMITH	Auto approved by: 910518527
Queued	05/23/23	JAMES DELAPP	Auto approved by: 910518527
Queued	05/23/23	CASI CALLAWAY	Auto approved by: 910518527
Pending		DONALD ROSE	Auto approved by: 910518527
Pending		SANDRA LEWIS	Auto approved by: 910518527
Pending		JOHN PAINE	Auto approved by: 910518527
Pending		MICHAEL SPAFFORD	Auto approved by: 910518527

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5805
UPFITTING NON-PORTAL TAHOES

DANA SAFETY SUPPLY	$7,499.44 EACH
PROLOGIC ITS	$31,570.76 EACH

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/03/2023	5805	POLICE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 19, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 4 to 20	**UPFITTING TAHOE POLICE NON-PATROL VEHICLE** Upfitting of 2023-2024 model Chevrolet Police Non-Patrol Tahoe PPV as per the following and attached specifications. Vendor shall bid and provide the items specified, or equal to, as per the attached specification. Price to upfit Tahoe as per the following and attached specifications $_____/ unit. Time to upfit each Tahoe as per specification _____ The City desires for the vendor to be able to upfit 3 Tahoes per week. Can you meet the minimum of 3 completed units per week? Yes_____ No_____ Products names are to give the sizing and performance expected. Equal products in function may be bid. City of Mobile will deliver the vehicle to the vendor's shop for upfitting and pick them up when upfitting is complete. **City of Mobile Business License Required – See Item 14 (on reverse side)**					
				TOTAL		

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

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing to be good for six (6) month period following the award of this bid and may be extended for up to five (5) additional six month periods.

TO 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 competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Option Should the City require, the vendor may be required to pick up the vehicles from a location for upfitting and then delivered to the City of Mobile once upfitting has been completed. Provide price per mile to pick up and/or to deliver to the City of Mobile the completed vehicle $_____/mile.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

STAFF BUILD

The Staff Build Tahoe shall consist of the 2023 or newer year model full size Chevrolet Tahoe PPV with 2-wheel drive. It shall include standard specifications . It shall include the following factory options:

6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, and fitted front and rear floor mats.

The following or equal products shall be provided and installed on the above vehicle:

1. **(1) Federal Signal 650003 – remote mount siren with handheld controller.**
2. **(1) Federal Signal ES100C – siren speaker. To include speaker bracket.**
3. **(1) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.**
4. **(1) Federal Signal SIFMJS-TAH21-P2MPD – interior front windshield light bar.**
5. **(6) Federal Signal MPS63U-RBW-SMK – perimeter lights. To include (6) Federal Signal MPSM6U-FPIU20SMW mounting brackets.**
6. **(1) Federal Signal SIFMJH-TAH21-P2 – interior rear windshield light bar.**
7. **(2) Federal Signal MPS63U-RBW-SMK – perimeter lights.**
8. **(2) Federal Signal MPS63U-RBW-SMK – perimeter lights.**
9. **(1) Setina GK11191B1S – Blac-Rac standalone mount universal rifle and shotgun rack. The locks shall not use a handcuff key.**
10. **(1) Setina GF1092TAH21 – base for Blac-Rac standalone mount universal rifle and shotgun rack.**
11. **(1) Blac-Rac Retention Post 2500+ - Blac-Rac retention post for rifle gun lock.**
12. **(1) Pulse Larsen KGI768 – interior glass mount dipole mobile radio antenna. 768-896 MHZ with 14' RG58 cable.**
13. **(1) Amphenol 031-2367-RFX – TNC RG58 connector.**
14. **(2) Federal Signal XSM2-BRW-US – interior mount warning light.**
15. **(1) Estes SB38-000 - vault. To include (1) Estes CTR2021KIT floor riser kit.**

Installation details:

Item # 1 – Federal Signal 650003 – shall be installed as per manufacturer's specifications in a location to be determined. Wiring connections for this item shall be connected as follows:

Power: Attached to ignition and/or constant power on MNSTAR Solutions fused distribution block as required.

Ground: Attached to ground on MNSTAR Solutions fused distribution block.

Speaker: Attached to factory wiring harness that is connected to siren speaker.

Item # 2 – Federal Signal ES100C – along with speaker bracket, shall be installed as per manufacturer's specifications.

Item # 3 - MNSTAR SOLUTIONS PD-B6I6 - shall be installed as per manufacturer's specifications in a location to be determined. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item shall be connected as follows:

Constant Power: Connected to constant power on factory upfitter harness.
Ignition Power: Connected to ignition power relays on factory upfitter harness.
Ground: Connected to ground on factory upfitter harness.

Item # 4 – Federal Signal SIFMJS-TAH21-P2MPD – shall be installed as per manufacturer's specifications.

Item # 5 – Federal Signal MPS63U-RBW-SMK – along with the Federal Signal MPSM6U-FPIU20SMW mounting brackets, shall be installed as per manufacturer's specifications. They shall be installed horizontally along the driver and passenger running boards. There will be 3 on each side and they shall be evenly spaced. They shall be mounted in the bottom crease of the running boards.

Item # 6 – Federal Signal SIFMJH-TAH21-P2 - shall be installed as per manufacturer's specifications.

Item # 7 - Federal Signal MPS63U-RBW-SMK - shall be installed as per manufacturer's specifications vertically on either side of the tag.

Item # 8 - Federal Signal MPS63U-RBW-SMK - shall be installed as per manufacturer's specifications on the driver and passenger side front fascia just below the headlights.

Item # 9 - Setina GK11191B1S - shall be installed as per manufacturer's specifications behind the factory front center console.

Item # 10 - Setina GF1092TAH21 - shall be installed as per manufacturer's specifications behind the factory front center console.

Item # 11 - Blac-Rac Retention Post 2500+ – shall be installed as per manufacturer's specifications.

Item # 12 – Pulse Larsen KGI768 – shall be installed as per manufacturer's specifications. It will be installed on the interior of one of the rear cargo windows.

Item # 13 – Amphenol 031-2367-RFX – shall be installed onto the end of the RG58 mobile radio antenna cable.

Item # 14 – Federal Signal XSM2-BRW-US – shall be installed as per manufacturer's specifications in the rear cargo windows.

Item # 15 – Estes SB38-000 - along with the Estes CTR2021KIT floor riser kit, shall be installed as per manufacturer's specifications.

Additional Requirements:

Mobile Radio Wiring – the wiring harnesses for this item shall be connected as follows:

Power: Connected to constant power on the MNSTAR fused distribution block.
Ignition: Connected to ignition power on the MNSTAR fused distribution block.
Ground: Connected to ground on the MNSTAR fused distribution block.

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted in a location to be determined near the factory center console using a Harris bracket. The MRU will be mounted in a location to be determined using a Harris bracket. A 3pin data cable will run between these 2 units. The Pulse Larsen antenna will be installed on the interior of one of the rear cargo windows. A RG-58 coaxial antenna cable will run from the antenna and terminate with a TNC connector at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware in a location to be determined.

Factory Flashers –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the switch that activates the wig wag function.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).

- A warranty and service agreement will be made detailing what service will be provided and for what length of time.

- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.

- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.

- All lights will be synchronized together.

- The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.

- All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.

- All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.

- Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.

* **All above equipment to be installed prior to delivery**
** **Quantity will be contingent upon pricing**
*** **Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to Stivers Ford Lincoln Inc for 2023 Ford F150 Supercrew 4x4 pickup truck for MFRD.
Motor pool capital

Amount of Contract:

$41,216.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230525 Stivers Agenda Package POs	Cover Memo	5/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 May 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2023 Ford F150 Supercrew 4x4 pickup truck for MFRD.
Motor pool capital

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $41,216.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

_____

_____

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
10206	2023	(1510) FIRE ADMINISTRATION	2023 FORD F150 SUPERCREW 4X4 PICKUP TRUCK FOR MFRD (AL STATE CONTRACT)	$41,216.00	(292393) STIVERS FORD LINCOLN

Adopted:

_____
City Clerk

Bill To	Requisition 00010206-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
Delivery Reference
CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/22/23	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK CAB & CHASSIS, WITH BODY AS FOLLOWS: Additional Description Notes --- 2023 F150 SUPERCREW 4WD AS PER STATE OF ALABAMA CONTRACT T*191 MASTER AGREEMENT MA22***3128-15 LINE 15 MODEL SERIES W1E COLOR RED 2023 FORD F150 4X4 PICKUP STATE CONTRACT T191 #MA220000003128-15 INCLUDES:3.3L V6 ENGINE, 10-SPD AUTO, 4X4,145” WHEELBASE, 5.5’ POWER WINDOWS, POWER DOOR LOCKS W;/INTEGRATED KEY TRANSMITTER KEYLESS POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17” SILVER STEEL WHEELS Vendor Item Inventory Item/Loc 712	1.00 EACH	40872.00000	40872.00

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01522 .VEHICLEEXP. . 40872.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Bill To	Requisition 00010206-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604
	Delivery Reference
	CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/22/23	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Delivery Reference CHIEF JASON BROWNE			
006	FREIGHT	1.00 EACH	344.00000	344.00
	Additional Description Notes --- DELIVERY: STATE CONTRACT PROVISIONS Vendor Item Inventory Item/Loc 14009			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			344.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON			
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE			

Requisition Link

Requisition Total 41216.00

Bill To	Requisition 00010206-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604
	Delivery Reference
	CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/22/23	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	41216.00	396041.93

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	41216.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	05/23/23	CHARLES SUMRALL	Reviewed and approve
Approved	05/24/23	SHONNDA SMITH	
Approved	05/24/23	JAMES DELAPP	Auto approved by: 910518244
Approved	05/24/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	05/25/23	DONALD ROSE	Auto approved by: 9105paij
Approved	05/25/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/25/23	JOHN PAINE	
Approved	05/25/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

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

1 Result(s)

Supplier Contact

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

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2023

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf

Items

- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	21,360.00	Each
Ford Transit Cargo Van	220000003128-10	38,060.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	33,688.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	33,643.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	37,087.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	38,958.00	Each
Ford Diesel Engine Upgrade	220000003128-17	8,551.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	41,108.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	40,101.00	Each
Ford Diesel Engine Upgrade	220000003128-21	8,551.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	42,238.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	39,862.00	Each

1 2 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for 27 HPE Aruba network switches for MIT.
General fund.

Amount of Contract:

$79,298.94

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230525 SHI Agenda Package POs	Cover Memo	5/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 30 May 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to SHI International Corp

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to SHI International Corp for 27 HPE Aruba network switches for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $79,298.94

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell Cooperative Purchasing Agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10295	2023	(5000) INFORMATION TECHNOLOGY	27 HPE ARUBA NETWORK SWITCHES FOR MIT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$79,298.94	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00010295-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/23	272641	05/23/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL - TECHNOLOY CONTRACT #081419-SHI AND YOUR QUOTE #23419484.			
	ATTN: JACK_ZOFCIN@SHI.COM			
001	Aruba 6200F 24G CL4 4SFP+370W Swch U.S. - English localization Hewlett Packard Enterprise - Part#: JL725A#ABA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	15.00 EACH	2953.32000	44299.80
	1 1000.10.23.5000.5000.5000.0000.0000.44020.			44299.80
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Aruba 6200F 48G CL4 4SFP+370W Swch	6.00	4543.05000	27258.30

Bill To	Requisition 00010295-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/23	272641	05/23/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	U.S. - English localization	EACH		
	Hewlett Packard Enterprise - Part#: JL727A#ABA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI			
1	1000.10.23.5000.5000.5000.0000.0000.44020.			27258.30
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Aruba 2930F 8G PoE+ 2SFP+ Swch	6.00	1290.14000	7740.84
	Aruba 2930F 8G PoE+ 2SFP+ Swch US en Hewlett Packard Enterprise - Part#: JL258A#ABA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.44020.			7740.84

Bill To	Requisition 00010295-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/23	272641	05/23/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 79298.94

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.44020. INFORMATION TECHNOLOGY EXP OPERATING SUPPLIES	79298.94	568693.39

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

Activity	Date	Clerk	Comment
Approved	05/23/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	05/23/23	SCOTT KEARNEY	
Approved	05/23/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	05/25/23	DONALD ROSE	Approved by: 9105fola
Approved	05/25/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	05/25/23	JOHN PAINE	Auto approved by: 910516727
Approved	05/25/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00010295-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/23	272641	05/23/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

SHI International

Technology Catalog Solutions

#081419-SHI

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-SHI gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Cloud
- Technology solutions
- Professional services

Additional information can be found on the vendor-provided, nongovernment website at:

shi.com/sourcewell

Become a Member

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

Search Vendors & Contracts

General Contracts

ezIQC Contracts

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

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SHI Proposed Pricing - Sourcewell RFP # 081419 Technology Catalog Solutions

Product Groups	SHI Discount off Advertised List P
Desktops	4.50%
Notebooks	4.50%
Tablets	4.50%
Servers	4.50%
Group 2 Input Devices	4.50%
Group 3 Output Devices	4.50%
Group 4 Memory	4.50%
Group 5 -Storage Devices	4.50%
Group 6 Network Equipment	4.50%
Group 7 Software	4.50%
Group 8 - Media Supplies	4.50%
Group 9 - Collaboration & IP Telephony	4.50%
Group 10 - Other	4.50%

Services Rates*	T&M Rate/Hour
Project Manager	$125
Sr. Project Manager	$175
Consultant - End User Solutions Group	$175
Consultant - Security Solutions Group	$225
Solutions Architect - End User Solutions	$200
Solutions Architect - Data Center Solutions	$225
Sr. Solution Architect - Security Solution Group	$275
Sr. Solution Architect - Data Center Solutions	$250
Cloud Developer	$100
Senior Cloud Developer	$240
Cloud Solutions Architect	$250

* pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

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

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:
RANDY THREADGILL, DEPUTY COMPTROLLER

Sponsored by:
COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:
REALLOCATE $500,000 FROM CAPITAL PROJECT C0181 (20002000.94070) CIP BROAD STREET IMPROVEMENTS-TIGER TO PROJECT G-BROADPH4 (50175017.93030) TO COVER ONGOING REQUIREMENTS.

Amount of Contract:
$500,000.00

Funding Source

Project # CIP BROAD STREET IMPROVEMENTS-TIGER/C0181	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
JOINT BUDGET TRANSFER	Cover Memo	5/25/2023
resolution	Cover Memo	5/25/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	5/25/2023 - 1:56 PM

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Office of Grants Management DEPT. 2590

DATE OF REQUEST: 5/25/2023

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 2

REQUEST: Please transfer $ 500,000.00

FROM CAPITAL PROJECT#: C0181

CAPITAL PROJECT NAME: CIP BROAD STREET IMPROVEMENTS-TIGER

DEPT. PROJECT#:

TO GRANT FUND PROJECT#: G-BROADPH4

PROJECT NAME: BROAD ST PHASE 4.

ACCT PROJECT STRING#: G-BROADPH4.CAPIMPROVM

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

R E S O L U T I O N

Sponsored by: Mayor Stimpson,
Councilmember William Carroll, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $500,000.00 be transferred from capital project C0181 (20002000.94070) CIP Broad Street Improvements-TIGER to Project G-BROADPH4 (50175017.93030). These funds will be reallocated to the existing TIGER grant fund to cover ongoing requirements.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Marc Vassallo, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Extend bin rental/transport contract for public drop-off recycling sites to Dec 31, 2024, amend pick-up requirements, and increase price to haul to alternative Recycling Facility in Baton Rouge during closures of Emerald Coast Utility Authority Materials Recycling Facility in Escambia County, Florida.

Amount of Contract:

NTE $200,000

Funding Source

Project # **Discretionary Funds**

Project String 10042086 42060 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Amendment 2 Recycle Bin Agenda Package	Cover Memo	5/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	5/18/2023 - 1:57 PM
Legal	Kern, Chris	Approved	5/18/2023 - 3:00 PM
Legal	Kern, Chris	Approved	5/18/2023 - 3:00 PM

Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:33 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 23 May 2023 (Date) Item No. _____

Submitted by: Public Services (Department) Marc Vassallo (Department Head)

Sponsored by: _____ (Name) _____ (Title)

Reviewed by: James Delapp, Public Works (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Contract for Recycling Equipment Rental and Hauling

PURPOSE & SCOPE OF PROJECT:

Extend bin rental/transport contract for public drop-off recycling sites to Dec 31, 2024, amend pick-up requirements, and increase price to haul to alternative Recycling Facility in Baton Rouge during closures of Emerald Coast Utility Authority Materials Recycling Facility in Escambia County, Florida.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $200,000

FUNDING SOURCE:

Budget Item: 10042086 42060 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon Signature

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5429, amendment exempt under 41-16-51(a)(10)

How many bidders received bid packages (if applicable): 14+internet

How many bidders submitted bids (if applicable): 2

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to a contract by and between the City of Mobile and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, dated July 31, 2020, for recycling container rental and transportation services, in the amount not to exceed $200,000, as outlined in the contract amendment attached hereto and made a part hereof as though set forth in full.

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

Adopted:

_____

City Clerk

ADDENDUM 2 TO AGREEMENT

THIS ADDENDUM 2 to AGREEMENT (this "Addendum") is entered into on this ____ day of _____, 2023 by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile ("Contractor"), a for-profit company organized under the laws of the State of Delaware.

RECITALS

A. Contractor and the City entered into that certain three-year Agreement for Recycling Container Rental and Transportation Services, on July 31, 2020 (the 'Agreement"), as amended by Addendum (the "Addendum") dated July 19, 2022.

B. The Agreement provided in Exhibit A that the Contractor is to transport the City recyclable products ("Products") to the Emerald Coast Utilities Authority Materials Recycling Facility (ECUA MRF) in Cantonment, FL for disposal.

C. The Addendum added an option for Contractor to transport recyclables to the Contractor Materials Recycling Facility (Contractor MRF) in Baton Rouge, LA, for disposal when the ECUA MRF was unavailable, for an amount not to exceed $275 per ton.

D. The ECUA MRF has more frequently become unavailable to the City than originally expected, and the City is relying regularly on the Contractor's transport services to the Contractor MRF.

E. It is in the City's interest to continue to provide citizens reliable, drop-off single-stream recycling services despite the periodic unavailability for extended periods of the City's primary Product processing location at the ECUA MRF.

F. The City is exploring new options for receipt of the City's recyclables that the City expects to be available by January 2025, that would significantly change the rental and transportation services in the current contract.

G. It is impracticable for the City to do a new bid solicitation, and for a new contractor to capitalize the necessary equipment and provide service, for such a short service interval.

H. The City desires to continue to engage the Contractor's services to support the City's recycling program until the new receiving facility options are available

I. Contractor's accommodation of the extended period of transportation services to Contractor's MRF require adjustments to Contractor's fees and service levels.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article 1 of the Agreement is amended to read: The location, frequency and manner of the Services are as set out in **Exhibit A**, City of Mobile Bid 5429, Recycling Equipment Rental & Hauling, which is attached to this Agreement and incorporated by reference herein, except that the service levels as required by paragraph 1.5.5. of Exhibit A may be adjusted upon mutual agreement between City and Contractor.

2. Article 1 of the Agreement is further amended to read: The term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2024.

3. Article 2 of the Agreement is amended to edit the additional rate item: Rate per haul and transport of Recyclables to Contractor MRF: As mutually agreed upon but not to exceed $335 per ton.

4. Article 2 of the Agreement is further amended to read: The total amount to be billed shall not exceed $200,000 per year.

IN WITNESS WHEREOF, this Addendum to the Agreement has been duly executed by the parties as of the day and year first above written.

BFI Waste Services, LLC, dba Republic Services of Mobile

By: _____

Name: AJ Rodgers

Title: General Manager

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Brandi G. Brooks, a notary public in and for said County in said State,

hereby certify that AJ Rodgers, whose name as Authorized Agent of BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he/she, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand this the 12 day of May, 2023.

Brandi G. Brooks
Notary Public
My Commission Expires: June 23, 2025

BRANDI G BROOKS
Notary Public
Alabama State at Large

The City of Mobile, Alabama

By: _____
William S. Stimpson
Mayor

Attested: _____
Lisa Lambert
City Clerk

21-612 **2022**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to a contract by and between the City of Mobile and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, dated July 31, 2020, for recycling container rental and transportation services, in the amount not to exceed $60,000, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted: JUL 19 2022

City Clerk

ADDENDUM TO AGREEMENT

THIS ADDENDUM to AGREEMENT (this "Addendum") is entered into on this 19 day of July, 2022 by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile ("Contractor"), a for-profit company organized under the laws of the State of Delaware.

RECITALS

A. Contractor and the City entered into that certain Agreement for Recycling Container Rental and Transportation Services, on July 31, 2020 (the 'Agreement").

B. The Agreement provided in Exhibit A that the Contractor is to transport the City recyclable products ("Products") to the Emerald Coast Utilities Authority Materials Recycling Facility (ECUA MRF) in Cantonment, FL for disposal.

C. The ECUA MRF, on occasion, and with little advance notice, has closed its facility to the acceptance of City Products, for several days at a time.

D. City has rented in advance from Contractor two additional Product bins for Contractor to hold City Product during very brief periods of ECUA MRF closure lasting no more than four calendar days.

E. Neither the City nor the Contractor has the capacity to store Product during extended ECUA MRF closures.

F. It is in the City's interest to continue to provide citizens reliable, drop-off single-stream recycling services despite the periodic unavailability for extended periods of the City's primary Product processing location at the ECUA MRF.

G. The City requires additional services to transport City Products to an alternate processing location when the ECUA MRF is unable to accept the City's recyclables for periods extending beyond more than a four calendar days.

H. Contractor is uniquely situated and appropriately permitted and licensed to continue to pick up City Product and has available a Materials Recycling Facility ("Contractor MRF") at 7923 Tom Dr, Baton Rouge, Louisiana, to which Contractor can transport City Products, during extended ECUA MRF closures.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article 1 of the Agreement is amended to add at the end of the paragraph the following sentence: <u>During mutually agreed upon periods when the Emerald Coast Utilities</u>

Authority Materials Recycling Facility ("ECUA MRF") is closed for an extended period, Contractor will transport City Product to the Contractor's Materials Recycling Facility ("Contractor MRF") at 7923 Tom Dr, Baton Rouge, Louisiana Contractor MRF instead of the ECUA MRF as required by Exhibit A. Contractor is responsible to ensure that all handling of City's Products will be in accordance with all permitting and licensing requirements applicable to the handling of such products.

2. Article 2 of the Agreement is amended to add an additional rate item: Rate per haul and transport of Recyclables to Contractor MRF: As mutually agreed upon but not to exceed $275 per ton.

IN WITNESS WHEREOF, this Addendum to the Agreement has been duly executed by the parties as of the day and year first above written.

The City of Mobile, Alabama

By: _____
William S. Stimpson
Mayor

Attested: _____
Lisa Lambert
City Clerk

BFI Waste Services, LLC, dba Republic Services of Mobile

By: _____

Name: Andrew J Rodgers

Title: G. M.

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Brandi G. Brooks, a notary public in and for said County in said State, hereby certify that Andrew Rodgers, whose name as Authorized Agent of the ~~Alabama Association of Fire Chiefs~~ BFI Waste Services, LLC, dba Republic Services of Mobile, a GM corporation, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he/she, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand this the 11 day of July, 2022.

BRANDI G BROOKS
Notary Public
Alabama State at Large

_____
Notary Public
My Commission Expires: June 23, 2025

21-538

2020

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with BFI Waste Services, LLC, d/b/a Republic Services of Mobile, in an amount not to exceed $100,000.00 per year, for recycling equipment rental and hauling, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted: JUL 28 2020

City Clerk

City of Mobile

Project: Recycling Container
Rental and Transportation Service

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this 31st day of July, 2020 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile,(hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware

WHEREAS, the City desires to rent receiver bins to collect source-separated, single stream recyclable products ("Products") and have the Products transported for disposal to a Recycling Facility ("Services"); and

WHEREAS, the City has requested that Contractor provide these Services as well as equipment maintenance, during the term of this Agreement, and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work; Term.** The location, frequency and manner of the Services are as set out in **Exhibit A**, City of Mobile Bid 5429, Recycling Equipment Rental & Hauling, which is attached to this Agreement and incorporated by reference herein. The Executive Director, Public Works, or his designate, will be the City's point of contact for the Contractor to establish specific site locations, equipment requirements, and the timing, placement and operation of each Container in accordance with the terms found in **Exhibit A**. The Products to be collected and transported by Contractor shall be consumer recyclable products, to include paper, plastic, glass, and metal. The Products do not include hazardous, radioactive, volatile, corrosive, highly

flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste, or any non-hazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature require either special handling, disposal procedures, including liquids for solidification at the landfill, documentation and/or regulatory authorization, or pose an unusual threat to human health, equipment, property, or the environment (Unacceptable Product). Contractor has the right to reject any Unacceptable Product, and title to and liability for Unacceptable Product shall not pass to Contractor. The term of this Agreement shall begin on the Effective Date and shall continue for three years.

ARTICLE 2. Rates. City will pay Contractor the following rates, billed monthly for services provided the preceding month:

Monthly rental of each 40-yard compactor receiver:	$72.50
Rate per haul and transport of recyclables to Recycling facility:	$316.00
Rate per preventive maintenance service visit for City compactor (to include inspection of hoses, electrical lines, hydraulic cylinder and external components, exterior metal framework and pressure setting, remove debris, on schedule as mutually agreed upon):	$375.00
Hourly rate for other repair services:	
Mon-Fri:	$45.00
Sat, Sun, Holidays:	$90.00

The total amount to be billed shall not exceed $100,000 per year.

ARTICLE 3. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, the Bid Specification. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 4. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the event of Republic's failure to cure such breach or failure to perform, the Contract can be terminated upon at least thirty (30) days prior written notice by City. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within thirty (30)

days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 5. **Force Majeure**. Neither Provider nor the City shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, riots, flooding, terrorism, fires or acts of God (a "Force Majeure Event"). No contingency under this section shall excuse the City from its obligation to make prompt payment of monies due and owing for services rendered. During any period when performance of a party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The party claiming inability to perform shall notify the other party as soon as practical upon the beginning and ending of the Force Majeure Event. The parties may make reasonable efforts to perform the obligations of this Agreement during the Force Majeure Event. If Provider is reasonably willing or able to provide some level of the Services during a period of a Force Majeure Event, Provider's reasonable performance under the circumstances shall be sufficient, and partial performance shall not be considered a breach of performance

ARTICLE 6. **Indemnification:** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 7. **Entire Agreement**: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 8. **Governing Law and Venue**: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any

of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 9. **Licenses, permits, etc.**: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama.

ARTICLE 10. **No Agency Relationship Created**: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 11. **Nondiscrimination**: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 12. **Method of Payment**: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Contractor shall submit electronic copies of invoices as directed separately by the Executive Director, Public Works. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Superintendent of Public Works. Inquiries regarding payment may be made to the Executive Director, Public Works, or to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 13. **Termination of Contract**: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Executive Director, Public Works, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 14. **Assertion of Rights**: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 15. Notices. Notice for the City shall be mailed to:

Executive Director, Public Works
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:
BFI Waste Services dba Republic Services of Mobile
3720 Varner Drive
Mobile, AL 36693

ARTICLE 16. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 17. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 18. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

_____, Its General Manager (title)
Andrew J. Rodgers
On behalf of Contractor, BFI Waste Services, LLC, d.b.a. Republic Services of Mobile

7/15/2020 Date

CITY,

_____
Its Mayor

7/29/20 Date

ATTEST:

_____
City Clerk
7-29-2020 Date

EXHIBIT A Bid Specification
EXHIBIT B Certificate of Insurance

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE RECYCLING EQUIPMENT RENTAL & HAULING FOR THE CITY OF MOBILE IN THE STATE OF ALABAMA

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 8th day of June, 2020.

Eileen B. Schuler, Secretary

MOBILE
ALABAMA

City of Mobile

Recycling
Equipment Rental & Hauling

BID NUMBER: 5429

BID DUE DATE – 11:00 AM, JUNE 23, 2020

INVITATION TO BID

Notice to Contractors:

Sealed bids for the below project will be received by the City of Mobile Purchasing Department, 205 Government Street, 4th floor South Tower, Mobile, AL, 36602, until **11:00 am local time, June 23, 2020**, and then publicly opened and read in the City of Mobile Purchasing Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location :

Bid Number:	5429
Project:	Recycling Equipment Rental & Hauling
Project Description:	Rental and Transport of Single-Stream Recycling Receiver Bins from Mobile, AL, to Material Recycling Facility in Cantonment, FL.

Contract documents and specifications for work may be found at the City of Mobile web page: www.cityofmobile.org/bids.

The City of Mobile operates a system of public drop-off 40-yard recycling bins placed in two locations on City-controlled property. These bins are located at the City's Western Administrative Complex, in Langan Park, across Museum Dr. from the Mobile Museum of Art, and on Pinehill Dr. between Government St. and Airport Blvd.. The bins collect unsorted, dry, consumer-generated recyclables. The bins are connected to WasteQuip Model 245IP stationary compactors, which are owned by the City of Mobile and operated by City attendants. Potential bidders are invited to view the sites at their discretion.

The City intends to hire a Contractor to provide the bins, and to transport the content of the loaded bins to the Emerald Coast Utilities Authority (ECUA) Material Recycling Facility (MRF) at 13009 Beulah Rd, Cantonment, FL 32533. The City also desires, as an optional item, to engage the rental and hauling Contractor, to provide preventive maintenance services, and on-call repair services, for the City-owned compactors.

Current recycling volumes are provided in the enclosed bid specifications.

All bids must be submitted on the attached proposal form.

Written questions regarding this bid opportunity must be submitted by **11:00am, June 18, 2020** to Purchasing@CityofMobile.org.

At the time of the signing of the Contract, the Contractor must furnish to the City a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy

naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The Contractor will also be required to possess a City of Mobile business license, and evidence of enrollment in E-Verify.

The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Bids must be submitted in a sealed envelope of any size and have the words "Bid for Recycling Equipment Rental and Hauling, in the City of Mobile, Alabama". The bid must delivered to and received by the Chief Procurement Officer, City of Mobile, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, not later than **11:00am, June 23, 2020**.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK:

1.1. The City of Mobile maintains two 40-yard drop-off recycling containers for public access from 7am – 6pm, Monday-Friday, and 7am – 4pm, Saturday-Sunday. The bins are located at permanent sites on Museum Dr at the City's Western Administrative Complex, in Langan Park opposite the Mobile Museum of Art, and on Pinehill Dr. between Government St. and Airport Blvd. The City collects a mixed stream of residential recyclable metal, paper, plastic, and glass in these bins, staffed by City attendants. The City has a contract with the Emerald Coast Utilities Authority (ECUA) to receive and process the City's collected recyclables.

1.2. The City is seeking services for rental and service of the recycling containers, to include maintenance, cleaning, repair, delivery, and pickup of the containers, and transport of the City's recycled product to the Emerald Coast Utilities Authority Material Recycling Facility (MRF) at 13009 Beulah Rd, Cantonment, FL 32533.

1.3. Additionally, the City is seeking services for regular maintenance, and for repair as needed, of the City-owned Wastequip 245IP compactors, and will consider award of such maintenance to the selected bin rental and transport contractor.

1.4. The City's current three-year contract for these services expires in July 2020. The City desires to enter a new three-year contract for these services. Historic usage of the existing bins can be found in **Exhibit A**.

1.5. Bins

1.5.1. The bins currently in use are 40 –yard roll off compactor receivers.

1.5.2. Bins will be clean, freshly painted in appearance, and suitable in look and design for public access and use. Contractor will be required to maintain these bins in excellent operating condition. Bin color, decoration, and operating characteristics are subject to review and approval by the City, for attractiveness and practical operation.

1.5.3. City will ensure sites are suitable for bin and compactor placement and for Contractor access.

1.5.4. Contractor will coordinate with the City in the placement and configuration of bins to allow reasonable and safe public access.

1.5.5. Contractor will be required to provide on-call pickup of full bins and transport to, and disposal of, product at the ECUA MRF 13009 Beulah Rd, Cantonment, FL 32533.

1.5.5.1. Contractor will service the bins for pick up and transport of contents to the ECUA MRF on an on-call basis by the City. Contractor will provide a same-day pickup if notified by the City before 10:00 am

that day. Notifications after 10:00 am will be hauled the next day before 7:00 am. Contractor will provide this service as needed seven days per week.

1.5.5.2. Contractor is responsible for the clean-up, collection, and disposal of spillage caused by loading and transport.

1.5.6. Contractor will maintain adequate reserve swap bins to ensure each compactor or public deposit site will be continuously accessible for public use. City will pay monthly rental only for the number of active publicly available bins regardless of the number of reserve bins maintained by Contractor.

1.6. Compactor connection: The City maintains two (2) WasteQuip Model 245IP Compactors ("Compactor") to which the Contractor will be expected to connect Contractor-provided receiving bins. The Compactors have a 2 cubic yard charge box.

1.6.1. Contractor is to provide all hook up and disconnect of bins from the City stationary compactor.

1.6.2. Contractor will provide reasonable assistance to the City in the operation of the Compactor.

1.6.3. City may provide other Compactors that will require Contractor to change bin-type or size during the period of the contract, at a mutually agreed upon price for any alternate bin selection.

1.7. Placement and Quantity: Contractor will be required to be flexible, and responsive, in the placement of bins.

1.7.1. Contractor will be required to place initial bins within two weeks of contract commencement.

1.7.2. The City may expand or reduce the number of bins, or change location of the bins in the City recycling program during the contract period. Contractor will be required to place additional bins as required and to be able to change bin locations within three calendar days of notification of a relocation request.

1.7.3. Contractor will be required to place additional containers, or substitute bin size and types within two weeks of notification.

1.8. Product Transport: Contractor will be familiar with and comply with the requirements of this contract with respect to Contractor's delivery of product to the ECUA MRF as a City Contractor.

1.8.1. Contractor will segregate City recycled product for hauling to the ECUA MRF for tracking and billing purposes. Contractor may elect any process to collate and transport City product from the bin collection site to the ECUA MRF, but must ensure that City product as delivered to the ECUA MRF must not be comingled with other recyclables.

1.8.2. The City shall be responsible for any tipping fees at the ECUA MRF or the Perdido Landfill. City will pay any penalties or service charges by ECUA for product rejection or reloading of rejected product, or Perdido Landfill tip fees. Contractor is responsible for the costs associated with additional service times and transportation expenses that might arise due to do a rejected load or unavailability of the ECUA site for deliveries

1.8.3. Contractor shall provide the City with copies of any tip tickets for delivery to the ECUA MRF for each transport.

1.8.4. Contractor recognizes and accepts the possibility that a load may be rejected by the ECUA MRF, which may result in the diversion of any load from the MRF to the proximately located Perdido Landfill. Contractor will provide this diversion transport, when required, at no extra cost to the City.

1.9. Compactor maintenance: If additionally awarded, Contractor will provide manufacturer recommended monthly maintenance services for the City-owned compactors. Contractor additionally will provide on-call repair services with timely response times within 24-hours of service call.

1.10. The City will provide signage, public education, and compactor operation. Contractor will cooperate with the City in the promotion of this recycling service.

1.11. Contractor is responsible for provision of adequate transportation assets and all fuels, tolls, permits, fees, or other expenses involved in transporting the contents.

1.12. There is no guarantee on the volume of recyclables that will be collected and number of hauls that will be required.

1.13. City will compensate Contractor for the following items:

1.13.1. Rental of agreed upon number and type of binsi

1.13.2. Individual pick up of material from a City public recycling site. Transport of the material to the ECUA MRF will be included in the pick-up fee for each bin.

1.13.3. If agreed to for price and service level, monthly maintenance service fees for City-owned compactors.

1.13.4. Pre-quoted and approved extra fees for labor and parts to repair City-owned compactors in addition to routine maintenance services.

1.14. Contractor will submit invoices to the City monthly for services provided in the preceding month, detailing all services provided, to a point of contact designated by the Executive Director, Public Works.

1.15. Upon completion of the contract, Contractor will remove their containers from the City site, unless a separate arrangement is otherwise mutually agreed upon.

1.16. The term of this contract will begin upon execution by both parties and be in effect for three years.

2. **ADDITIONAL BIDDER REQUIREMENT** Contractor must be financially stable and have an established track record in the operation of municipal waste or recycling collection and hauling in the Southeast United States. Contractors currently in receivership or have filed for bankruptcy protection within the last five years are ineligible for contract award. Discretion as to whether a Contractor successfully meets this minimum requirement will exclusively reside with the City.

3. **BID SUBMISSION:**
   3.1. **Exhibit B** contains the form to be used for submitting the bid. Bidders may include additional documentation with the bid to describe services to be provided.
   3.2. Questions regarding the bid solicitation must be submitted in writing, addressed to City of Mobile, Procurement Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **11:00 am, June 18, 2020**. Replies, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **11:00 am, June 19, 2020**.
   3.3. Each Bid must give the full business address of the Bidder and be signed by someone with authority to bind the Bidder. Please print the name and position of the person signing the bid.

4. **SPECIFICATIONS AND SCHEDULES:** The specifications that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. The City Standard Service Contract form is found at **Exhibit C.**

5. **ADDENDA:** The City may publish prior to bid submission due date Addenda to this Bid Specification that materially changes terms, conditions, or specifications of this Bid. Prospective bidders are responsible to be aware of any Addenda.

6. **INSURANCE:** The City requires Contractor to demonstrate evidence of adequate insurance at contract execution. Contractor shall have and maintain during the life of the contract the following minimum policy amounts that shall name the City of Mobile, its agents and employees, as additional insured. The insurance policies shall be primary and non-contributory in relation to any other insurance available to the City. Contractor will not change or terminate the policies without the written consent of the City, and will not do anything to cause any of the insurance to be

invalidated in whole or in part. The issuing insurer will provide 30-days written notice of cancellation to the City.

6.1. **Worker's Compensation – Employers' Liability Insurance:** Said insurance must not be less than the limits of $1,000,000 for Employer's Liability (each accident); $1,000,000 for Employer's Liability disease (policy limit); and $1,000,000 for Employer's Liability disease (each employee).

6.2. **Commercial General Liability Insurance (CGL):** Policy limits for CGL must be at least $1,000,000 per occurrence and general aggregate, and the CGL policy must be an occurrence-based policy with Products-Completed Operations Hazard coverage as well as a "Separated of Insureds" provision. Said CGL policy also shall not contain a "Cross Suits Exclusion" provision. The general aggregate limit shall be on a per project basis (not a per policy basis).

6.3. **Comprehensive - Automobile Liability insurance including owned, non-owned, and hired vehicles.** Limits of $1,000,000 combined single limit covering "Any Auto" utilized by the Contractor, its agents, servants, or employees in any way for its work under this Contract. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum, owned, non-owned, and hired vehicles.

6.4. **Property Insurance.** It is the responsibility of the Contractor to provide coverage for the Contractor's equipment, materials, and tools under a Contractor's Risk policy or other insurance policy, and the Contractor is responsible for any deductibles under any such policy.

7. **TIME FOR RECEIVING BIDS:** Bids must delivered to and received by the Chief Procurement Officer, City of Mobile, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, **not later than 11:00 am, June 23,2020.** Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Bids prematurely opened because they were improperly addressed or marked will not be considered. Telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

8. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

9. **BIDDERS PRESENT:** Bids will be opened at approximately **11:00 am June 23, 2020** at the City of Mobile Procurement Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location. Bid contents will be made public for the information of Bidders

and others properly interested, who may be present either in person or by representation.

10. **AWARD OR REJECTION OF BIDS:** A Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the City, in a position to perform the Contract.

11. **ERRORS IN BID:** Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Exhibits: A. Historic Volume of Recycling Product
B. Bid Proposal
C. Sample Contract

EXHIBIT A Historic Volume of Recycling Product

Month	Recycling in Tons 2016-2017	Number of Cars per Month	# of Pulls per month 2017-2018	Recycling in Tons 2017-2018	Number of Cars per month for 2018-2019	# Of Pulls 2018-2019	Recycling in Tons 2018-2019	Number of Cars per month for 2019-2020	# Of Pulls 2019-2020	Recycling in Tons 2019-2020
Pinehill October		6,369	22	55.19	7,124	12	**79.93**	**6,745**	10	**63.42**
WAC October		2,973	4	29.22	4,086	6	**45.23**	**4,419**	7	**49.93**
Pinehill November		5,638	20	46.29	6,661	12	83.21	6,780	12	70.12
WAC November		3,149	3	35.58	4,088	5	31.68	4,509	7	48.73
Pinehill December		6,969	23	75.62	8,501	13	93.09	8,275	15	89.68
WAC December		3,607	5	32.26	4,653	8	53.94	6,022	10	54.59
Pinehill January		6,071	13	77.89	8,417	16	96.24	7,078	14	79.85
WAC January		3,468	6	45.79	4,396	6	50.08	5,155	8	49.52
Pinehill February		6,013	9	77.05	6,492	12	79.71	6,591	13	75.26
WAC February		3,089	7	48.16	4,113	6	38.11	4,637	7	41.58
Pinehill March		6,650	10	73.42	7,181	11	80.65	7,629	19	0
WAC March		3,907	6	42.84	4,299	8	46.56	5,731	8	0
Pinehill April		6,407	10	61.16	6,912	12	79.53			0
WAC April		3,376	6	39.49	4,376	7	44.1			0
Pinehill May		6,574	12	72.42	7,193	13	81.63			0
WAC May		4,054	7	46.09	4,688	8	54.62			0
Pinehill June		6,425	13	71.78	6,527	13	81.27			0
WAC June		3,568	7	43.91	4,324	10	56.35			0
Pinehill July	7.0	6,849	13	60.28	7,428	12	75.54			0
WAC July	55.1	4,035	7	52.06	4,850	8	48.59			0
Pinehill August	87.6	7,433	13	82.32	7,654	13	77.54			0
WAC August	30.9	4,097	6	55.1	4,493	7	43.67			0
Pinehill September	52.4	6,447	12	78.88	6,965	11	76.96			0
WAC September	64.7	4,040	7	52.18	3,885	7	46.55			0.00
PINEHILL	147.0	77,845	170	832.3	87,055	150	985.3	43,098	83	378.33
WAC	150.7	43,373	71	521.62	52,251	86	559.48	30,473	47	244.35
YEAR TOTAL (BOTH LOCAT	**297.7**	**121,218**	**241.0**	**1353.98**	**139,306**	**236**	**1544.78**	**73,571**	**130**	**622.68**

EXHIBIT B BID PROPOSAL

(Submit with Bid)

The undersigned, as Bidder, hereby declares that the Bidder has examined the scope of the work and is fully aware of conditions pertaining to the places where the work is to be done. The Bidder also declares that the Bidder has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, as well as the premises and the conditions affecting the work to be performed: **Recycling Equipment Rental, Operation, and Hauling, City of Mobile Bid No. 5429**.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama, to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to perform the services set of this project.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Purchasing Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **11:00 am, June 18, 2020**. Any such interpretation, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **11:00 am, June 19, 2020**.

Bid Amount and Certification

Bins Rental and Haul– all bins to have customer ground-level access doors for product placement

40 Yard Compactor Receiver (Compatible with Wastequip 245IP)
Rent 40 yard roll off compactor receiving bin/month _____

Rent 2 of above bins total/month..... _____

Haul 40 yard roll off compactor receiving bin-each ..... _____

Total to Haul above 8 times/month..... _____

TOTAL MONTHLY RATE BID AMOUNT (total all monthly rates).... _____

Optional Service Plan for Wastequip 245IP Stationary Compactor

Monthly/Annual Service plan rate per compactor ....._____

Frequency of preventive maintenance visits: _____

Preventive maintenance services to be completed inclusive in the plan price (describe below or attach separately):

_____

_____

_____

Hourly Rate for additional repairs (response within 24 hours of notice): _____

Signature of Bidder

_____
Bidder Corporate Name

_____
Signature

_____ _____
Printed Name Title

_____
Address

_____ _____
Email Phone

EXHIBIT C: Sample Contract

City of Mobile

Project: Recycling Container
Rental and Transportation Service

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and _____,(hereinafter "Provider"), a for profit company organized under the laws of the State of _____.

WHEREAS, the City desires to rent _____ to collect source-separated, single stream recyclable products and have the contents of these Containers transported for disposal to a Recycling Facility; and

WHEREAS, the City has requested that Provider provide the _____ (as defined in **Exhibit A**) for use at mutually agreed-upon sites in Mobile, as well as collection and disposal services ("Services") for such containers during the term of this Agreement, and Provider has agreed to provide such.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work; Term.** The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Recycling Box Rental and Transport Service, which is attached to this Agreement and incorporated by reference herein. The Executive Director, Public Works, or his designate, will be the City's point of contact for the Provider to establish specific site locations, equipment requirements,

and the timing, placement and operation of each Container in accordance with the terms and billing rates found in **Exhibit A**. The term of this Agreement shall begin on the Effective Date and shall continue for three years.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, the Bid Specification. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, if Provider fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Provider, the Provider has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Provider's negligence or willful misconduct in the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this

Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Provider will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent 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 Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Provider's invoice. Provider shall submit electronic copies of invoices as directed separately by the Executive Director, Public Work.. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Superintendent of Public Works. Inquiries regarding payment may be made to the Executive Director, Public Works, or to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to Executive Director, Public Works, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices. Notice for the City shall be mailed to:

Executive Director, Public Works
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Provider shall be mailed to:

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

_____, Its _____ (title)
On behalf of Provider
_____ Date

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A Bid Specification
EXHIBIT B Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/2019

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): FAX (A/C No.Ext):
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Company of NA	43575
INSURER C: ACE Fire Underwriters	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 1575151** **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 [X] PROJECT [ ] LOC [ ] OTHER:			HDO G71570848	06/30/2019	06/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISA H25297635	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B A C A D	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		WLR C66040380-AOS WLR C66040343-CA/MA/OR SCF C66040422 -WI WCU C6604046A - OH XS TNS C65221159 TX NSXS	06/30/2019 06/30/2019 06/30/2019 06/30/2019 06/30/2019	06/30/2020 06/30/2020 06/30/2020 06/30/2020 06/30/2020	X PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4986 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Mobile

CERTIFICATE HOLDER
CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633
United States

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C65221159) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Re: Project Name: Dumpster Service, Various City of Mobile Locations - Project No.: SC-010-19

Additional Insured includes: City of Mobile, when required by written contract.

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NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71570848

Endorsement Number: 43
COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71570848

Endorsement Number: 64
COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			27
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G71570848	06/30/2019 to 06/30/2020	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

CYLR

Authorized Agent

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured: Republic Services, Inc.			Endorsement Number: 58
Policy Symbol: HDO	Policy Number: G71570848	Policy Period: 06/30/2019 TO 06/30/2020	Effective Date of Endorsement:
Issued By (Name of Insurance Company): ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GENERAL LIABILITY COVERAGE FORM

A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.

C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date

D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Republic Services, Inc.			22
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H25297635	06/30/2019 TO 06/30/2020	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Republic Services, Inc.			Endorsement Number 146
Policy Symbol ISA	Policy Number H25297635	Policy Period 06/30/2019 TO 06/30/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured: Republic Services, Inc.			Endorsement Number: 113
Policy Symbol: ISA	Policy Number: H25297635	Policy Period: 06/30/2019 TO 06/30/2020	Effective Date of Endorsement:
Issued By (Name of Insurance Company): ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under written contract executed prior to the date of loss.	DA9U74b

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX AZ 85054	Endorsement Number Policy Number Symbol: WLR Number: C66040380
Policy Period 06-30-2019 **TO** 06-30-2020	Effective Date of Endorsement 06-30-2019
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

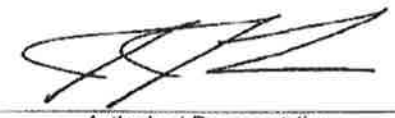
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

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AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached to this memo is a Master Services Agreement (MSA) between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform services that assist the City with the execution of requirements for the implementation of eBuilder for the capital improvement program.The length of this MSA is 5 years and allows the ability to be extended up to 3 additional 1-year periods. The work from OnIndus has been visible through the assistance they have provided to multiple municipalities in 35 years of managing and overseeing capital project technology. They will be helping our team get to the next level of implementation which includes Data Migration, Financial Integration, Process Designs, Dashboarding, and Training and Adoption support for the internal team and vendors.

Amount of Contract:

$245,000

Effective Date of Contract:

5/30/2023

Funding Source

Project # CIP CONSULTANT FOR E-BUILDER; 2022-2045-06 **Discretionary Funds** N/A

Project String 2045-42200 **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $0 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	5/23/2023
Resolution	Resolution Letter	5/25/2023

Contract	Backup Material	5/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/25/2023 - 11:46 AM
Accounting	Threadgill, Randy	Approved	5/25/2023 - 1:41 PM
Legal	Kern, Chris	Approved	5/25/2023 - 2:39 PM
Legal	Kern, Chris	Approved	5/25/2023 - 2:40 PM
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:46 PM

May 22, 2023

Dear Councilmembers:

Attached to this memo is a Master Services Agreement (MSA) between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform services that assist the City with the execution of requirements for the implementation of eBuilder for the capital improvement program.

The length of this MSA is 5 years and allows the ability to be extended up to 3 additional 1-year periods.

The work from OnIndus has been visible through the assistance they have provided to multiple municipalities in 35 years of managing and overseeing capital project technology. They will be helping our team get to the next level of implementation which includes Data Migration, Financial Integration, Process Designs, Dashboarding, and Training and Adoption support for the internal team and vendors.

We look forward to continued communication on this important initiative. Please call me with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mator William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL 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, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made part hereof as set forth in full, subject to the company signing the contract. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	SPV ASSOCIATES INC. (DBA OnIndus)
Project Name:	CIP CONSULTANT FOR E-BUILDER
Project Number:	2022-2045-06
Amount:	$245,000

Adopted:

_____

City Clerk

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of _____, 2023, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and SPV Associates Inc ("Consultant") (DBA "OnIndus").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The assigned tasks and services of this agreement will focus on, but not be limited to, the following: (1) eBuilder process design and configuration (2) eBuilder data migration and integration services 3) and assistance with eBuilder training and implementation for internal and external users.

The services to be performed by Consultant under this Agreement ("Services" and "Deliverables") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Orders"), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Program and Project Management Department.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 INVOICING AND PAYMENT

Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and the reimbursable expenses incurred. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's invoice.

Total payments issued under this Agreement shall not exceed $245,000 (Two Hundred Forty Five Thousand Dollars). Services will be invoiced based on the hourly rates set forth in Attachment C (2023 Fee Schedule).

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until June 30, 2024 unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City shall arrange for access to provide Consultant information required to complete task.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional Consultants performing the same or similar services at the time and location said Services are performed.

6.4 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

6.5 Consultant will be paid for services according to the Fee Schedule and outlined in tasks attached hereto.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
Workers Compensation	Statutory
Employers' Liability	$1,000,000 policy limit
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Professional Liability	$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any

and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City of Mobile

PO Box 1827, Mobile, Alabama 36633-1827 or

205 Government Street, 2rd Floor – South Tower, Mobile, Alabama 36604

Attn: Jasmine Washington - Capital Projects Manager

CONSULTANT
SPV Associates Inc DBA OnIndus

5800 Wind Drift Lane

Boca Raton, Fl 33433

Attn: Vikas Handa, Chief Operating Officer

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

17.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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

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

17.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.13 Anti-Boycott. Consultant agrees and represents 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. "

This Agreement entered into as of the day and year first written above.

City of Mobile:

SPV Associates Inc:

Sidharth Sidharth

By: Sidharth Shah

William S. Stimpson
Mayor, City of Mobile

Title: President

Attest:

City Clerk

STATE OF ~~ALABAMA~~ FL
COUNTY OF ~~MOBILE~~ PALM BEACH

SIDHARTH

Before me, the undersigned a Notary Public in and for said County and State, personally appeared SHAH **as** PRESIDENT **of** SPV ASSOCIATES **and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of** _____.
Sworn to and subscribed for me this 22 **day of** MAY, **20** 23

NOTARY PUBLIC

My Commission Expires: 01/06/2025

ANGELA BANICA NOTARY PUBLIC My Comm. Expires JANUARY 6, 2025 No. HH 78046 STATE OF FLORIDA

L:\WPDocs\D014\P004\00059027.DOC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/30/2022

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:	Benjamin Levenson	
Technology Insurance Associates InsureYourCompany.com Gordons Corner Road 1H Manalapan NJ 07726	PHONE (A/C, No, Ext):	(888) 242-4675	FAX (A/C, No): (732) 862-1177
	E-MAIL ADDRESS:	Ben@insureyourcompany.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Twin City Fire Insurance Co	29459
INSURER B :	Hartford Casualty Insurance Co	29424
INSURER C :	Hartford Casualty Insurance Co	29424
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
SPV Associates Inc DBA OnIndus
5800 Wind Drift Lane
Boca Raton FL 33433

COVERAGES **CERTIFICATE NUMBER:** 160433 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	13SBMNZ4863	08/21/2022	08/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	X	X	13SBMNZ4863	08/21/2022	08/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $	1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	13SBMNZ4863	08/21/2022	08/21/2023	EACH OCCURRENCE AGGREGATE [ ]	$ $ $	2,000,000 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	13WECAB9MBI	08/21/2022	08/21/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A A C	Professional Liability/ E & O Retroactive Date 3rd Party Fidelity Crime Bond			13SBMNZ4863 13SBMNZ4863 13TP0388880	08/21/2022 08/21/2018 05/25/2022	08/21/2023 08/21/2018 05/25/2023	$1,000,000 Per Claim / $2,000,000 Aggregate / $000 $2,000,000 Limit / $2,000,000 Aggregate		

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

Certificate holder named as additional insured only if there is a written contract.

CERTIFICATE HOLDER

SPV Associates, Inc. (dba OnIndus)
5800 Wind Drift Lane
Boca Raton FL 33433

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

Benjamin Levenson

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Attachment A

TASK ORDER 1 .

This Task Order is made this the___ day of _____, 20__, by and between The City of Mobile _____ ("City") and _____ ("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ___ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

_____.

3. The Project Schedule is as follows:

_____.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

_____.

CITY	SPV Associates Inc
	Sidharth
_____	_____
Signature	Signature
	Sidharth Shah
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
	05/18/2023
_____	_____
Date	Date

Attachment B

CHANGE ORDER___.

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

_____
_____
_____
_____.

2. Change in time of Performance (attach schedule if appropriate):

_____.

3. Change in Consultant's Compensation:

_____.

All other terms and conditions remain unchanged.

CITY	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____

Attachment C: 2023 Fee Schedule

Vendor: SVP Associates DBA
OnIndus - 297438

Role	Rate
Proect Manaager	$190
e-Builder Analyst	$190
Analyst	$140
Power BI	$140

Total Project Hours	Blended Rate*	Total
1531	$150	$ 229,650.00

Hours	Rate	Total
306	$190	$ 58,140.00
1225	$140	$ 171,500.00

*Total Project Buject was provided using a blended rate that consists of the blended rates of all parties on the project. Estimated breakdown of hours used to create the blended rate are detailed for reference.

Attachment D **TASK ORDER 01**

This Task Order is made this the___ day of _____, 2023_, by and between The City of Mobile _____ ("City") and SPV Associates Inc DBA OnIndus ("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ___ day of _____, 2023, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is __2023-2045-03___. The Consultant Job Number for this Task Order is __T.O.001_____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

Task 1 consists of Phase 1 of e-Builder configuration and integration services for the management of capital projects and programs. (Reference Schedule A (Description of Services)

3. The Project Schedule is as follows:

Phase 1 -June 2023 – July 2023

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in Attachment C: 2023 Fee Schedule, attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

Budget Template, Data Migration, Report Process, Potential Change Order Process, Checklist Process, Vendor Management/Evaluation, System Support.

CITY	**SPV Associates Inc**
_____	_____
Signature	**Signature**
_____	Sidharth Shah
Name (Printed or Typed)	**Name (Printed or Typed)**
_____	05/18/2023
Date	**Date**

Schedule A (Description of Services)

1. Objective

The objective of this proposal is to continue to design, configure and train the City of Mobile's Capital Project Team.

2. Summary of Scope of Work

The completion of this scope will increase operational effectiveness of the City of Mobile's capital program. The result will be digitized processes and a more proactive approach to capital project execution. Key positive impact areas include:

- Design, development, deployment of additional processes
- Data migration
- Integration from Munis to e-Builder
- Dashboard requirements, design, and delivery
- Ongoing system support

Customer Initials:

3. Scope of Work

Phase 1

A. Ongoing system support for increased adoption
B. Create a terminology cheat sheet for Cost outlining the City's language versus industry
C. Provide support for full data migration
D. Develop PCO Process (may require changes to existing PO process)
E. Create Checklist Process (50% of effort)
F. Develop Vendor Management Process (50% of effort)
G. Project/Program Management
H. Contingency (10%)

Phase 2

A. Continued ongoing system support
B. One way integration from Munis to e-Builder
C. Define requirements and scope for Dashboards
D. Review Schedule and identify gaps
E. Create Process and SOP's for Capital Projects around Vendor Management
F. Redesign of Munis/Work Order Approval
G. Project/Program Management
H. Contingency (10%)

Customer Initials:

4. Investment

OnIndus services provided will be at the following competitive market rates:

STEP	HOURS	BUDGET
PHASE 1	**591**	**$88,650.00**
Ongoing System Support		
Create Terminology Cheat Sheet		
Data Migration Support		
Develop PCO Process		
Checklist Process		
Vendor Management Evaluation		
Contingecy (10%)		
Project/Program Management (15%)		
PHASE 2	**940**	**$141,000.00**
Continued Ongoing System Support		
One Way Integration from Munis to eBuilder		
Define Requirements and Scope for Dashboards		
Review Current Use of Schedules in eBuilder; Identify Gaps		
Create Process and SOP's for Capital Projects around Vendor Management		
Munis/Novis Work Order Approval Redesign		
Contingency (10%)		
Project/Program Management (15%)		
SUB TOTAL	**1531**	**$229,650.00**
Estimated Travel		**$15,000.00**
TOTAL		**$244,650.00**

Customer Initials:

Cost

a. Hours in this Engagement: 1531 Hrs
b. Time frame: 6 Months (approx.)
c. Total Consulting Budget: $229,650
d. Estimated Travel: $15,000 NTE
e. Potential Resources
    i. Project Manager
    ii. e-Builder Specialist
    iii. Business Analyst
    iv. Power BI Specialist
f. Most of the work will be delivered remotely.
g. However, there may be a need to travel to deliver in person training with a budget of $15,000 NTE. OnIndus will bill travel on actuals with receipts.

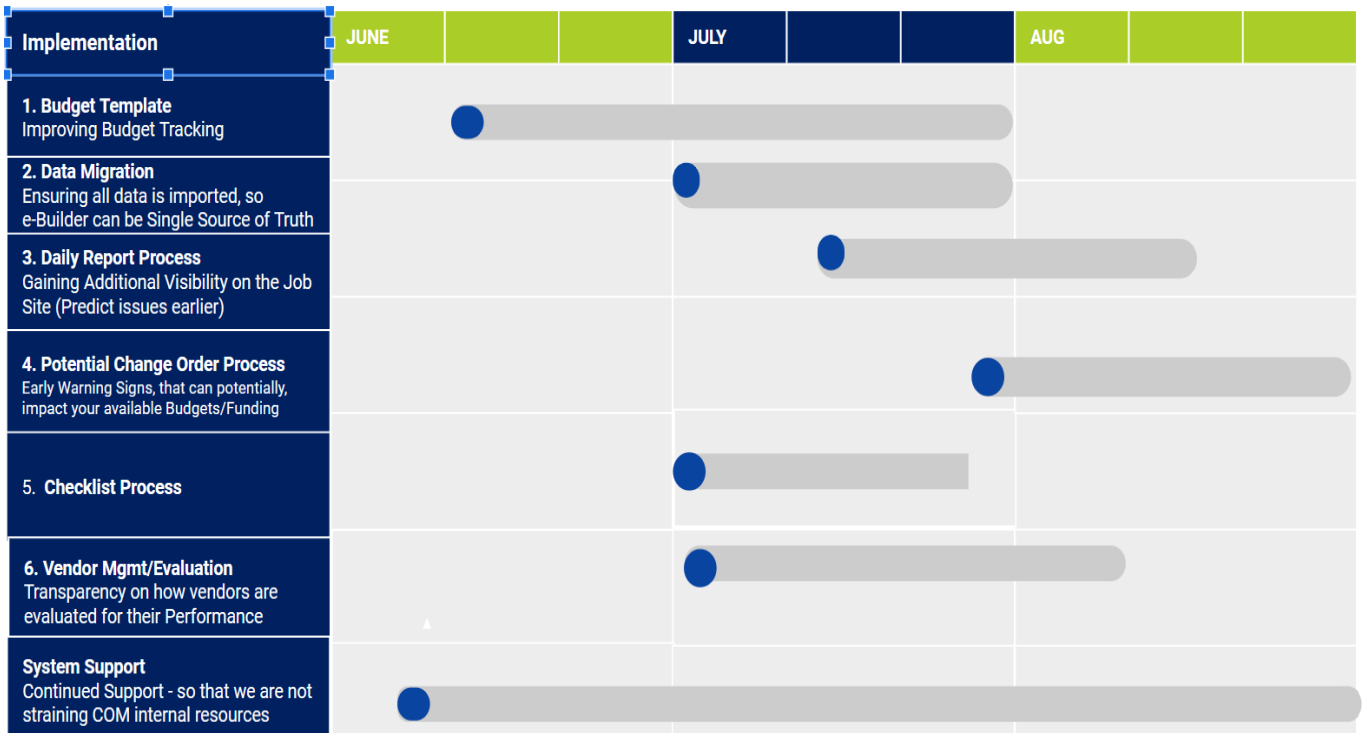
Payment Terms

h. Billed Monthly, at the end of the month, NET30
i. Hourly Report Provided With Billing, Itemizing Resource Hours, and Task Performed

Customer Initials:

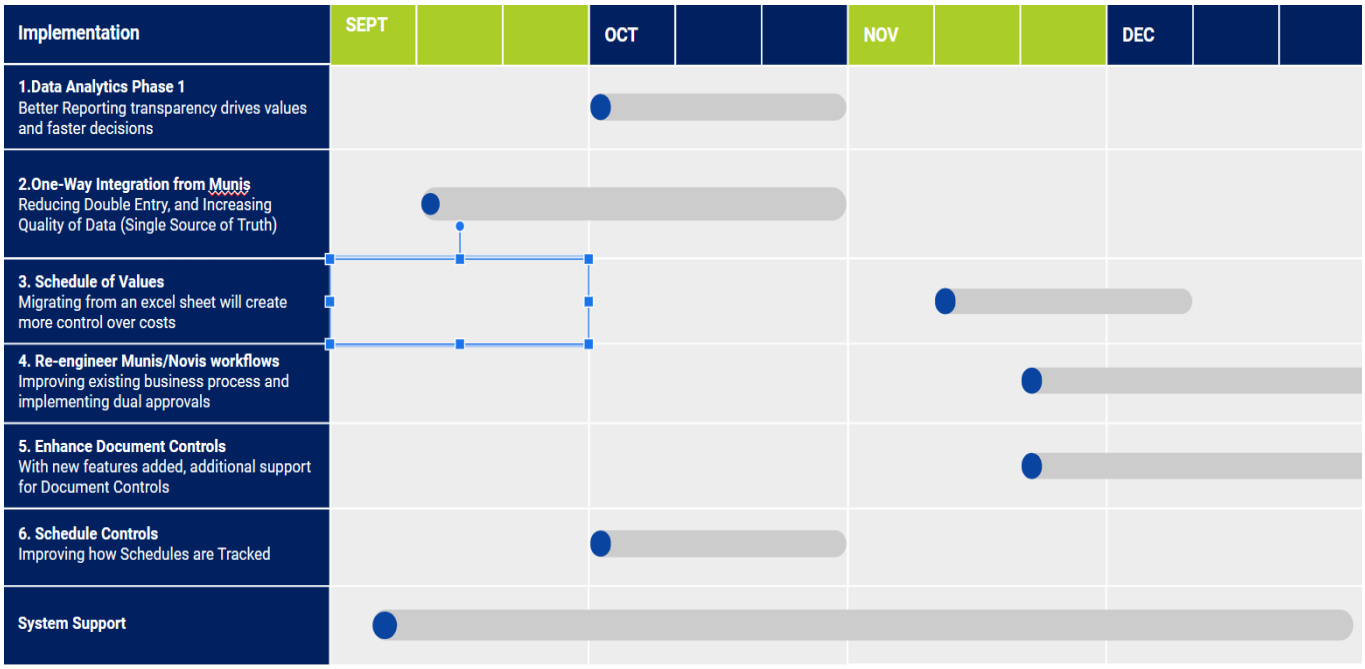
5. Project Timeline

Phase 1



Customer Initials:

Phase 2



Customer Initials:

6. Assumptions

For Successful completion of the projects, we assume the following to be true.

- The City of Mobile team will provide inputs in a timely manner and assist in validating the solution.
- The City of Mobile team will provide access to the e-Builder System to do necessary configuration and training.
- Weekly update meetings will be rescheduled and require the participation of stakeholders from both OnIndus and City of Mobile to confirm the current project status.
- Availability of key stakeholders to support the implementation of the project.
- Unless stated in section 3 of this document, all other items are considered out of scope. Changes to the scope of work will be documented and agreed upon mutually with cost and time impact factors provided in writing.
- OnIndus resources will support the project by being onsite and remote as required.
- All data and information shared is confidential and proprietary and shall not be distributed or shared with other 3rd parties without mutual consent.
- Future work order will be needed for integration with Munis, data migration and a complete project management play book.

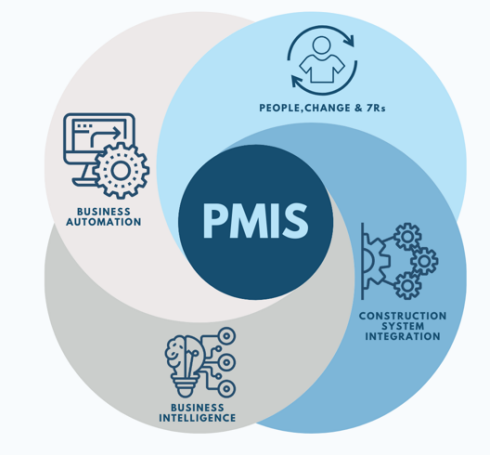
Customer Initials:

7. About OnIndus

Who We Are:

- Experts with more than 70 years of collective Project Control Systems
- Practitioners from different spheres of the Construction Industry
- Agile and Customer Focused
- Successful in Harnessing Power of Technology
- Turning Data into Information and Actionable Insights
- Delivering your Projects Successfully

A Trusted Partner That Understands Your Business



OnIndus is composed of industry experts with over 70 years of managing and overseeing capital project technology imperative to any program's success. With vast exposure to the marketplace, the team has observed, developed, and executed best-in-class business automation processes, system integration, change management, and business intelligence. The entire team delivers on 35 years of Project Controls Enterprise Systems experience and 80 years of emerging technology experience.

Working across an organization and in multiple industries, OnIndus allows owners to realize the return on investment expected from their PMIS, like eBuilder, Procore Kahua faster, and more efficiently than before, avoiding risk and improving performance and on-time delivery.

Customer Initials:

The OnIndus team understands the specific business needs of your organization. We provide end to end support to your organization, including:

- reporting requirements of leadership and key stakeholders,
- coordination of training and daily tasks – day-to-day and admin activities, and
- unique needs of your configuration.

We document the processes internal to your team that interface with Kahua, integrations with other systems, and any additional systems that your teams may use to deliver your services. We are confident that we can understand the challenges and issues that your teams may be experiencing and work to develop the best solutions.

- Internal Business Process experts (the People and the interactions between Departments
- Change Management execution Focused - We handle the Communication, Training, and ROI.
- Reporting Experts - Use your Data at the highest levels and drive adoption.
- Data integration Experts - Reduce Duplicate entry.
- Experts in PMIS Software - We can configure precisely how you need it.

Customer Initials:

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

Security camera system upgrades at the Mobile, Alabama Cruise Terminal

Amount of Contract:

$41,882.00

Funding Source

Project # Mobile, Alabama Cruise Terminal - Security Camera System Upgrades CT-077-22	**Discretionary Funds**
Project String G-PDPORT.21 INVJUST4	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CT-077-22 Mobile, Alabama Cruise Terminal - Security Camera System Upgrades	Cover Memo	5/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/25/2023 - 11:16 AM
Accounting	Threadgill, Randy	Approved	5/25/2023 - 1:29 PM
Legal	Kern, Chris	Approved	5/25/2023 - 2:41 PM
			5/25/2023 - 2:42

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:46 PM

RESOLUTION

2023

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

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

Name of Company:	BAGBY & RUSSELL ELECTRIC CO., INC.
Project Name:	MOBILE, ALABAMA CRUISE TERMINAL – SECURITY CAMERA SYSTEM UPGRADES
Project Number:	CT-077-22
Amount:	$41,882.00 (Grant: G-PDPORT.21 INVJUST4)

Adopted:

_____
City Clerk

GRANT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CRUISE TERMINAL - SECURITY CAMERA SYSTEM UPGRADES

GRANT NUMBER: G-PDPORT.21 INVJUST4

CONTRACT AMOUNT: $41,882.00.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-077-23

PROJECT DESCRIPTION: TO UPGRADE THE SECURITY CAMERA SYSTEM AT THE CITY OF MOBILE, ALABAMA CRUISE TERMINAL (201 SOUTH WATER ST).

VENDOR NAME: BAGBY AND RUSSELL ELECTRIC COMPANY, INC.

VENDOR NUMBER: 20320

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 5/23/2023

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**: Bagby & Russell Electric Co, Inc
5500 Plantation Road
Theodore, Alabama 36582

City Business License No.: 12500

Secretary of State Registration No.: 000-114-910

For the following **Project**: Mobile, Alabama Cruise Terminal
Security Camera System Upgrades
201 South Water Street
Mobile, Alabama 36602

Project Number: CT-077-22

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 that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-One Thousand, Eight Hundred Eighty-Two and 00/100 Dollars ($41,882.00), which includes a Contingency Allowance of Five Thousand and 00/100 Dollars ($5,000.00).

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 CONTINGENCY 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 10% of labor, materials and equipment costs on subcontractor's work; and 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:

a. Camera Type AI	Each	$699.00
b. Camera Type BI	Each	$770.00
c. Camera Type CE	Each	$700.00
d. Camera Type DE	Each	$1299.00
e. Camera Type EE	Each	$3400.00
f. Camera Type FI	Each	$540.00
g. Camera Type GE	Each	$700.00

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 Real Estate Asset Management 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 Seventy (70) 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 its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) 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 and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements 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 to 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 and the United States of America.

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. /$2,000,000 Aggregate on a "Per Project" Basis.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

D. 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.

E. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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

not required to carry professional liability insurance for the performance or obligations of this contract.

3.9 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 a court of proper jurisdiction in 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 Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

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 Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the 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) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bagby & Russell Electric Co., Inc has completed the contract for City of Mobile, Alabama Cruise Terminal – Security Camera System Upgrades CT-077-22, 201 South Water 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 two (2) 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, 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 Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Project Manual, dated March 29, 2023, as prepared by the City of Mobile Architectural Engineering Department and;
2. Addendum No 1, dated April 10, 2023;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

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 FORCE MAJEURE

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

7.0 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.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable

provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

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 full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Bagby & Russell Electric Co, Inc.

By Signature

Richard A. Russell, President
Printed Name and Title

(Corporate Seal if applicable)

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Richard A. Russell as President of Bagby & Russell Electric Co. 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 19th day of May, 2023.

Elizabeth Cowart
NOTARY PUBLIC
My Commission Expires: 09/20/2026



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, Bagby & Russell Electrical Co, Inc., 5500 Plantation Road, Theodore, Alabama 36582, hereinafter called the Principal, and Harco National 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 Forty-One Thousand Eight Hundred Eighty-Two and 00/100 Dollars ($41,882.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mobile, Alabama Cruise Terminal – Security Camera System Upgrade (CT-077-22) 201 South Water Street, Mobile, Alabama, 36602 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL
Company: Bagby & Russell Electric Company, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Richard A. Russell
President

SURETY
Company: Harco National Insurance Company
(Corporate Seal)

By: Billie Jo Sanders
(Signature)
Name and Title: Billie Jo Sanders, Attorney-in-Fact

Resident Agent: Billie Jo Sanders
(Signature)
Name and Title: Billie Jo Sanders, AL Resident Agent No. 44278
Company Name: Turner Insurance & Bonding Co.
Address: 2601 Bell Road
Montgomery, AL 36117
Phone and Fax: 334-244-0004 / 334-244-6556

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

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Bagby & Russell Electrical Co, Inc., 5500 Plantation Road, Theodore, Alabama 36582, as Principal, and Harco National 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 Forty-One Thousand Eight Hundred Eighty-Two and 00/100 Dollars ($41,882.00) money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.**WHEREAS,** said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile, Alabama Cruise Terminal –Security Camera System Upgrade (CT-077-22) 201 South Water Street, Mobile, Alabama, 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 Billie Jo Sanders **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL
Company: Bagby & Russell Electric Company, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Richard A Russell President

SURETY
Company: Harco National Insurance Company
(Corporate Seal)

By: Billie Jo Sanders
(Signature)
Name and Title: Billie Jo Sanders, Attorney-in-Fact

Resident Agent: _____
(Signature)
Name and Title: Billie Jo Sanders, AL Resident Agent
Company Name: Turner Insurance & Bonding Co.
Address: 2601 Bell Road
Montgomery, AL 36117
Phone and Fax: 334-244-0004 / 334-244-6556

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

POWER OF ATTORNEY

Bond # 0834881

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MILTON A. KOPF, THOMAS J. GENTILE, JOSHUA PRICE, RENEE ELLIS, BILLIE JO SANDERS, PAUL B. SCOTT, JR., DAVID J. DURDEN

Montgomery, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. 04/04/2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00744

Irene Martins, Assistant Secretary

Alabama Secretary of State

Bagby and Russell Electric Company, Inc.	
Entity ID Number	000 - 114 - 910
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/08/1987
Registered Agent Name	RUSSELL, FRANKLIN D
Registered Office Street Address	513 BELTLINE HWY NORTH MOBILE, AL 36608
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	---
Incorporators	
Incorporator Name	JUSTICE, SHIRLEY M
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	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	06/19/1990
Miscellaneous Filing Entry	RESTATED ARTICLES
Transaction Date	12/29/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/08/1987 Certificate of Formation 11 pgs.

Bagby and Russell Electric Company, Inc.	
Document Date / Type / Pages	06/19/1990 Miscellaneous Entry 13 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.

Browse Results New Search

E-Verify

Company ID Number: 402828

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer BAGBY & RUSSELL ELECTRIC CO., INC.	
CHRISSY FULLER Name (Please Type or Print)	Title
Electronically Signed Signature	**07/26/2017** Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	**07/26/2017** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	BAGBY & RUSSELL ELECTRIC CO., INC.
Company Facility Address:	5500 PLANTATION ROAD
	THEODORE, AL 36582
Company Alternate Address:	P.O. BOX 699
	THEODORE, AL 36590
County or Parish:	MOBILE
Employer Identification Number:	630942738

E-Verify

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1

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

Alabama 1 site(s)

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

Name:	**CHRISSY FULLER**	
Telephone Number:	**(251) 344-5987**	**Fax Number: (251) 653-6353**
E-mail Address:	**chrissy@bagrus.com**	

BAGB&RU-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
INSURED Bagby & Russell Electric Co., Inc. 5500 Plantation Rd. Theodore, AL 36582	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Co. — 16535 INSURER B : Travelers Property Casualty Co — 25674 INSURER C : Transguard Insurance Company of America — 28886 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	GLO593896713	2/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 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	BAP593896813	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTIONS 10,000	X	X	CUP-7R076893-23-NF	2/1/2023	2/1/2024	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC593896613	2/1/2023	2/1/2024	X PER STATUTE - OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented			IMP4000508-00	2/1/2023	2/1/2024	Limit	125,000
C	Builders Risk			IMP4000508-00	2/1/2023	2/1/2024		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mobile, Alabama Cruise Terminal – Security Camera System Upgrade (CT-077-22) 201 South Water Street, Mobile, Alabama, 36602

The City of Mobile is named as additional insured on a primary & non contributory basis as respects General Liability, Automobile Liability, & Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, Umbrella Liability, & Workers Compensation where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Durden

ACORD 25 (2016/03)

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer No.	Add'l. Prem	Return Prem.
GLO593896713	02.01.2023	02.01.2024	02.01.2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if yo u are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in o ur records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a co urtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not res ponsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

   AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

   Address

2. **State of Special or Temporary Employment**

   AL

3. **Contract or Project**

   ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02/01/2023** Policy No. **WC593896613** Endorsement No.**001**
Endorsement Exp: **02/01/2024** Premium $ **INCL**
Insured **Bagby & Russell Electric Co.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2023 Policy No. WC593896613 Endorsement No.

Insured Bagby & Russell Electric Co. Premium $

Insurance Company Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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POLICY NUMBER: BAP593896813

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 2/01/2023	Countersigned By:
Named Insured: Bagby & Russell Electric Co.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Notification to Others of Cancellation

ZURICH

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593896813	02.01.2023	02.01.2024	02.01.2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH	30
COMPANY	

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593896813	02.01.2023	02.01.2024	02.01.2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. **Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. **Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. **Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. **Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. **Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. **Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO593896713	Effective Date: 02/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

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

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593896713	02/01/2023	02/01/2024	02/01/2023		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
2 Gbps internet service for the City's enterprise computer network.

Amount of Contract:
$89,820

Effective Date of Contract:
6/6/2023

Renewal Date of Contract:
6/5/2026

Funding Source

Project #	**Discretionary Funds**
Project String 10045000.46040	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	5/24/2023
Resolution Draft	Resolution Letter	5/24/2023
Service Order	Backup Material	5/24/2023
Service Agreement and Terms	Backup Material	5/24/2023
Insurance Certificate	Backup Material	5/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
MIT	Kearney, Scott	Approved	5/24/2023 - 11:10 AM
Budget	Sapp, Celia	Approved	5/24/2023 - 11:08 AM
Legal	Kern, Chris	Approved	5/24/2023 - 5:12 PM
Legal	Kern, Chris	Approved	5/24/2023 - 5:12 PM
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:38 PM

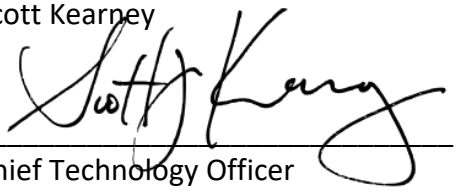
May 23, 2023

Re: Uniti Fiber Internet

I am requesting approval of an agreement with Uniti Fiber for 2 Gbps internet service. This agreement will insure that the fee for the City's current Uniti internet service will decrease $75 per month, yet the bandwidth will increase from 1 Gbps to 2 Gbps.

The term of the agreement is 36 months with a monthly recurring fee of $2,495 for a total of $89,820. This pricing is based on the Alabama State Contract for Enterprise Internet (T413 – MA 999 190000000354).

Scott Kearney



Chief Technology Officer

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Uniti Fiber LLC for internet services and support, for 36 months in the amount of $2,495 per month, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

DocuSign Envelope ID: 1CDC4212-375D-427F-BEA0-B4A6198CC311

Uniti Fiber

Service Order

Offer Date:	**01/12/2023**	
Description:	**2 Gbps Internet Upgrade from 1 Gbps Internet City of Mobile Western Administrative Complex**	
Opp. Number:	**OPP-249010**	
Requested By:	City of Mobile AL 1567297 Scott Kearney	kearney@cityofmobile.org 251-208-7492
Offered By:	Uniti Fiber Scott McMahan	scott.mcmahan@uniti.com (251)445-1807

Locations	***Note: For Ethernet orders, "A" is Remote location and "Z" is Host location***
A Location:	Mobile-4851 Museum Drive, 4851 Museum Drive, Mobile, AL, 36608-1918
A CPE Location:	Western Administrative Building
Z Location:	Uniti Fiber Internet, 201 Saint Joseph Street, Mobile, AL, 36602-3931
Z CPE Location:	Uniti Fiber Internet

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	2 Gbps Internet	36	$2,495.00	$0.00

Remarks

1. Offer includes a Static IP Address. More IPv4 space can be acquired for an additional fee.
2. Bandwidth can be upgraded within term with no additional installation charges.
3. Offer assumes a fiber pull through City of Mobile provided conduit to the ROW.
4. Pricing is offered under the following State Contract for Enterprise Internet (T413 - MA 999 190000000354)

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible via email as electronic or scanned document to orders@uniti.com, via fax to 251-445-0642, or via online form where provided.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer. Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request. Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This Service Order fully incorporates the agreement titled Standard Terms & Conditions signed by Customer on the date 1/___/2023.

Uniti Fiber

Signature: DocuSigned by: Frank Yarnell D2752E71E65E448...

Name (printed): Frank Yarnell

Title: VP of GOV / ED

Date: 1/13/2023

City of Mobile AL

Signature: _____

Name (printed): _____

Title: _____

Date: _____

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UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

This Services Agreement (this "Agreement") is by and between Uniti Fiber LLC, a Delaware limited liability company ("Uniti Fiber"), and City of Mobile, Alabama, an Alabama Municipality ("Customer"), and is effective as of the date signed by Uniti Fiber below ("Effective Date").

1. Attachments and Service Orders: Customer and Uniti Fiber may execute a written order for a particular service (a "Service Order") using such Service Order form as provided by Uniti Fiber at the time of the order. A Service Order shall be deemed incorporated herein at the time Uniti Fiber provides Order Acceptance. The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location, FOC date and other information about the service(s) to be provided by Uniti Fiber or its affiliates to Customer ("Services"), and are incorporated herein by reference. Customers may be required to forms relevant to e911, directory listing, and letter of authorization forms if ordering voice-related Services. All Services are offered subject to availability, and Uniti Fiber has the right not to accept any Service Order submitted by Customer. A Service Order may only be submitted to orders@uniti.com and shall be deemed accepted only after Order Acceptance by Uniti Fiber. If Uniti Fiber elects not to accept a Service Order submitted by Customer, Uniti Fiber shall use reasonable efforts to notify Customer of such rejection. "Order Acceptance" shall mean execution of the applicable Service Order(s) by a representative who has proper signatory authority and written notification (email is acceptable) sent to the other party that the Service Order has been reviewed and accepted.

2. Authorized Use: Customer may use the Services only for purposes which (a) are lawful, (b) do not violate Uniti Fiber's AUP and (c) are in compliance with the terms of this Agreement and any applicable attachments related to the specific Service. Internet Service provided by Uniti Fiber is intended for Customer's use only and may not be resold by Customer. Uniti Fiber offers all Services subject to availability; provided, however, if Customer has received notice that a Service Order has been accepted by Uniti Fiber, Uniti Fiber will provide Services for the term of such Service Order, subject to the terms of this Agreement and the Service Order. Uniti Fiber has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Any Service provided to Customer that includes bandwidth service is subject to Uniti Fiber's Acceptable Use Policy (AUP), which is incorporate herein by reference and is located at https://uniti.com/uploads/documents/Uniti-Acceptable-Use-Policy6.25.2020.pdf. By its signature below, Customer acknowledges receipt of the Acceptable Use Policy and any updates to such policy made by Uniti Fiber.

3. Cancellation, Modification, Delay or Expedition of Orders: Charges referenced hereunder are subject to modification from time to time by Uniti Fiber.

(a) Customer may request to cancel any Service Order(s) if the request is received in writing by Uniti Fiber prior to the Service Date (as defined in Section 7 below). Upon receipt of such request, Uniti Fiber shall use reasonable efforts to cancel the Service Order as promptly as possible. Each such request shall result in a cancellation charge to be invoiced to Customer equal to the costs incurred by Uniti Fiber through the date the applicable Service is cancelled, not to exceed fifty percent (50%) of the total monthly charges that would have been due during the Service Term (as defined in the Service Order). Once cancelled, a new Service Order must be submitted and accepted by Uniti Fiber if Customer wishes to order the Service.

(b) Customer may request the modification (including delay of Service) of any Service Order(s). Such requests must be made in writing at least three (3) business days before the date that Uniti Fiber is committing to deliver the Service (the "FOC date") and such requests are subject to acceptance by Uniti Fiber. Each such modification accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order modification charge of $250 (the "Modification Charge"). However, in the case of a requested delay, the first requested delay will be allowed by Uniti Fiber at no charge. Requests for delay may not exceed thirty (30) days cumulative. Any subsequent requests for delay, if allowed by Uniti Fiber, will result in a Modification Charge. If Uniti Fiber receives a written modification request for delay of installation less than three (3) business days prior to the FOC date Customer must pay, in addition to the Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date.

(c) Customer may request Uniti Fiber to expedite the initial anticipated delivery date of any Service. Such requests must be made in writing and are subject to acceptance by Uniti Fiber. Each such request to expedite accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order expedite charge equal to Uniti Fiber's standard rates at the time of the request to expedite (the "Expedite Charge"). The Modification Charge shall be waived in those cases where the Expedite Charge is solely applicable.

(d) In addition to any charges imposed under clauses (a), (b) or (c) above, Uniti Fiber reserves the right to assess Customer any third-party charges incurred by Uniti Fiber to fulfill any request to cancel, modify, or expedite the Service Order(s).

4. Equipment, Installation and Interconnection: Other than the facilities, termination equipment, software and other devices or equipment provided by Customer or its end users in connection with the receipt and use of the Services ("Customer Property"), and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Uniti Fiber will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Uniti Fiber's personal property, regardless of where located or attached. Uniti Fiber may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment and is responsible for any damage to or loss of System Equipment caused by Customer's actions or omissions or that of its end users. Uniti Fiber has no obligation to install, maintain or repair any Customer Property. If any Customer Property is incompatible with Service(s) provided by Uniti Fiber, Customer is responsible for any special interface equipment, software or facilities necessary to ensure compatibility and Uniti Fiber shall not be required to deliver such Service(s) unless and until such additional Customer Property is installed and properly functioning. If, in responding to a service call from Customer, Uniti Fiber reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Property, including any installed for purposes of compatibility, Customer will pay Uniti Fiber for such service call at Uniti Fiber's then prevailing rates.

5. Special Construction Charge: During the term of this Agreement as set forth in Section 16, Customer may request Uniti Fiber to construct a network path to meet Customer's specific needs with respect to the provision of Services. In the event Uniti Fiber elects to accept such request, Customer shall pay Uniti Fiber a "Special Construction Charge" as agreed upon by the parties in writing prior to the commencement of said construction. The parties understand and acknowledge that payment of the Special Construction Charge in no way shall grant to Customer any ownership of said network path being constructed, including any fiber therein, the System Equipment, Uniti Fiber's other equipment or materials, or any portion of the

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Uniti Fiber Network whatsoever, all of which shall remain the sole and separate property of Uniti Fiber.

6. Access: Uniti Fiber requires a Customer point of contact that can be reached 24x7. Uniti Fiber may require access to Customer's or its end user's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Uniti Fiber, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties for such purposes. The failure of Customer to obtain such consents or rights shall excuse Uniti Fiber's delay in performing the Services until such consent or right is obtained.

7. Commencement of Service: Uniti Fiber will promptly notify Customer on the date that Uniti Fiber has completed its obligations for the commencement of Service and such Service is available for Customer's use (the "Service Date"). Unless Customer notifies Uniti Fiber in writing by close of business on the Service Date that Service is not operational as a result of Uniti Fiber's failure to deliver the Service, the term of the Service Order will begin on the Service Date and billing will commence. If Customer so notifies Uniti Fiber, Uniti Fiber will use reasonable efforts to inspect the purported issue and correct any compliance issues. If Uniti Fiber does not identify a compliance issue with the Service, Uniti Fiber will notify Customer, and the Service Date will remain unchanged. If Uniti Fiber does identify a compliance issue, the Service Date for such Service will be deemed to be the date upon which Uniti Fiber corrects such issue.

8. Charges, Billing and Payment: Acceptance of a Service Order submitted by Customer and the provision of Service is subject to Uniti Fiber's approval of Customer's credit standing. Uniti Fiber may require a deposit prior to the provision of Service or at any time as a condition to the continued provision of Service, if Uniti Fiber reasonably believes Customer's credit standing or payment record so requires such additional security for payment. Billing for Service begins on the Service Date and will not be delayed due to Customer Property not being ready or Customer's readiness to accept or use the Service. Uniti Fiber bills in advance for Service, except for usage-based charges for voice-related services. Any installation charges or other non-recurring charges, which are non-refundable, should appear on the first monthly invoice but may be delayed. Taxes, surcharges, any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise, and governmental fees are not included in Uniti Fiber's charges and will be billed and paid by Customer as separate line items. Customer will pay all taxes, fees, surcharges or assessments unless and until Customer provides Uniti Fiber with a valid exemption certificate or other supporting documentation reasonably requested by Uniti Fiber. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 1.5% per month on the unpaid amount or, if lesser, the maximum rate permitted under applicable state law. Notwithstanding anything to the contrary herein, in the event of the nonpayment by Customer of an invoice for any Service(s) or equipment for a period exceeding thirty (30) days after the invoice due date, Uniti Fiber may, in its sole and absolute discretion, suspend providing Services to Customer (whether under this Agreement or other contract between Customer and Uniti Fiber), retrieve any equipment and pursue all legal remedies available to Uniti Fiber for such breach. Upon notice to Customer, Uniti Fiber may change rates ("New Rate(s)") offered pursuant to special arrangement or individual case basis pricing if the provision of service at the original rate(s) becomes economically infeasible. If Customer does not accept the applicable Service(s) at the New Rate(s), Customer may terminate such Service(s) without Termination Liability by submitting a termination request in writing to Uniti Fiber within fourteen (14) days of receiving notice from Uniti Fiber of the New Rate(s). Billing for a terminated Service will stop thirty (30) days from the date the disconnect request is acknowledged by Uniti Fiber unless a specific date of greater than thirty (30) days is requested.

9. Claims and Disputes: If Customer reasonably disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 30 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Uniti Fiber within such time are deemed waived and such charges accepted. Withheld disputed amounts determined in favor of Uniti Fiber will bear interest at the lesser of 1.5% per month or the maximum rate allowed by applicable state law from the date payment was due to the date payment was made.

10. Service Level Guarantee on Uniti Facilities and Available Credits: Uniti Fiber will issue credit allowances for service outages on Uniti facilities as set forth below following Customer's written request. Such credit will appear on the next invoice following processing. An outage of Service on Uniti facilities (excluding managed network, IT services, and LTE Services) begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or Customer Property; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a Force Majeure Event. Services provisioned entirely on Uniti Fiber's Network will be credited at 1/1440 of the monthly recurring charges per 30-minute outage up to and including a 24-hour period, or if an outage is greater than 24 consecutive hours, at 1/144 of the monthly recurring charges per 3-hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for outages totaling an aggregate of 6 hours of outage in that 30-day period, and the cause of each outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a chronic trouble Service, and Customer may terminate the Service without incurring a Termination Liability.

11. Wireless LTE Services: For Customers purchasing wireless LTE Services, the underlying wireless carrier service is not directly provided by Uniti Fiber. The underlying wireless carrier has the right to manage its network, which may include throttling of speed or other measures up to and including suspension or termination of Service.

12. Cloud Connect Services: For Customers purchasing Cloud Connect Services, in addition to Uniti Fiber's Acceptable Use Policy, any Customer purchasing Cloud Connect Service hereby agrees to the Cloud Connect Acceptable Use Policy and the Cloud Connect Privacy Policy. "Cloud Connect Acceptable Use Policy" means the policy as it may be amended by PacketFabric from time to time, which is available at https://www.packetfabric.com/acceptable-use-policy/ or at an alternate link identified on www.packetfabric.com. "Cloud Connect Privacy Policy" means PacketFabric's privacy policy as amended by PacketFabric from time to time, which is available at https://www.packetfabric.com/privacy/ or at an alternate link identified on www.packetfabric.com. Uniti Fiber's Cloud Connect Service is a Layer 2 private connection to Cloud service providers ("CSPs") from the Uniti Fiber network. Customer understands and acknowledges that for Cloud Connect Services, Uniti Fiber is only responsible for the connectivity to

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the CSP provider. Uniti Fiber is not responsible for configuration, deployment, management, or performance of the CSP infrastructure or application services nor shall Uniti Fiber be liable for same.

13. Governmental Authorization, Regulatory Changes: Each party must comply with all applicable federal, state and local laws, rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision, however, all other provisions will be enforced to the extent permitted by law and in accordance with the commercial intent of the parties. Uniti Fiber may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet governmental regulatory requirements or when such requirements have a material adverse impact on the economic feasibility of Uniti Fiber providing Service, as determined in Uniti Fiber's reasonable business judgment.

15. Limitation of Liability: Uniti Fiber is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder or its indemnification obligations hereunder, including any claims made by or through third parties, or for any claim by Customer made more than one year after the occurrence of the event for which a claim is made.

16. Term: Subject to Section 17 and Section 18 below, this Agreement is effective for a period of five (5) years and commences upon the Effective Date. Thereafter, this Agreement remains in effect solely with respect to any then-current Service Order until the expiration or earlier termination of such Service Order(s). The term for which Customer is purchasing Services ("Service Order Term") shall be set forth on the applicable Service Order. Uniti Fiber and Customer may negotiate a renewal term at least thirty (30) days prior to the expiration of the initial Service Order Term. If the parties do not agree in writing to a renewal of the Service Order Term prior to its expiration, then Service(s) shall continue on a month-to-month basis at a rate not to exceed 150% of the prior rate until either of the parties terminates the Service(s) upon thirty (30) days' written notice. Upon termination of this Agreement, all rights of Customer to order new Services cease and Uniti Fiber has no further obligations to furnish Services to Customer.

17. Termination by Uniti Fiber:

(a) Uniti Fiber may terminate this Agreement or any Service Order hereunder or suspend Services, with prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer or its affiliates;

(b) Uniti Fiber may terminate or suspend Services without notice if: (i) necessary to protect Uniti Fiber's Network; (ii) Uniti Fiber has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by regulatory or other governmental authority.

(c) Any termination pursuant to this Section 17 shall not relieve Customer of any liability incurred prior to such termination or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Service or applicable Service Order not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Uniti Fiber in accordance with this Section 17 part (a)(i), (a)(ii), (a)(iii) or (b)(ii) and/or any other breach of this Agreement by Customer, and Customer wants to restore such Service, Customer first must pay all past due charges, any applicable non-recurring charge(s) and/or reconnection charge and a deposit equal to 2 months' recurring charges. All requests for termination will be processed by Uniti Fiber in 30 days or less. Customer must pay for Services until such termination occurs.

18. Termination Liability: If Uniti Fiber terminates this Agreement or any Service Order(s) hereunder pursuant to Section 17 (a)(i), (a)(ii), (a)(iii) or (b)(ii) and/or any other breach of this Agreement by Customer, above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason (other than Uniti Fiber's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days or termination as permitted by Section 21), Customer must pay immediately to Uniti Fiber all monthly recurring charges associated with the terminated Service(s) for the balance of the Service Order Term(s) in such Service Order(s) and any outstanding non-recurring or other charges permitted hereunder ("Termination Liability").

19. Assignment: Customer may not assign or other otherwise transfer this Agreement, any Service Order or any rights and/or obligations contained therein (including pursuant to a merger or change of control of Customer) without the prior written consent of Uniti Fiber, not to be unreasonably conditioned, withheld or delayed.

20. Entire Agreement: This Agreement, together with the Service Order(s), the Acceptable Use Policy, any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties with respect thereto. In the event of a conflict, the applicable Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in type and executed by authorized representatives of both parties. Any handwritten changes or edits that have been inserted without authorization by both parties shall not be incorporated into this Agreement.

21. Force Majeure: Uniti Fiber is not liable to Customer or any third party for any failure of performance if such failure is due to any cause or causes beyond its reasonable control (a "Force Majeure Event"), including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action or inaction, labor difficulties and supplier failures. Invocation of this clause shall not relieve Customer of its obligation to pay for any Services provided to Customer. In the event such Force Majeure Event continues for 45 days, Customer may terminate the affected portion of the Services upon no less than thirty (30) days prior written notice.

22. Governing Law:. The laws of the State of Alabama, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties agree with and submit to the state or federal courts located in Mobile County, Alabama as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non-conveniens or otherwise) to the exercise of such jurisdiction by these courts.

23. Headings: The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

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24. Relationship of Parties: The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

25. Jurisdictional Reports: At least annually and at any time upon Uniti Fiber's request, Customer will provide Uniti Fiber with reports of its estimated or actual percentage of interstate and intrastate use of Uniti Fiber's Services.

26. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

27. Non-Exclusivity: This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

28. Notices: Whenever written notice is required to be provided by this Agreement, Uniti Fiber must provide such notice to Customer's billing address, and Customer must provide such notice to Uniti Fiber at 107 St. Francis Street, Suite 1800, Mobile, AL 36602, Attn: Finance. A notice is deemed given when delivered at such designated address.

29. No Waiver: Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

30. Confidentiality; Use of Name: Customer may not issue a news release, public announcement, advertisement or other form of publicity concerning the existence of this Agreement, the Services provided hereunder or the terms, conditions or pricing set forth in this Agreement or any Service Order without the prior written consent of Uniti Fiber. Customer may not use Uniti Fiber's name, logo or service mark in marketing services to end users.

31. Representations and Warranties: Each party represents and warrants that it is fully authorized to enter into this Agreement and any Service Order hereunder. Uniti Fiber represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, UNITI FIBER MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

32. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

33. Survival: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

34. Anti-Boycott: Uniti Fiber agrees and represents 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.

35. Anti-Discrimination: Uniti Fiber shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No.14T 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.

36. Insurance: For the term of this Agreement, Uniti Fiber shall acquire and maintain in full force and effect General Liability, Worker's Compensation, Automobile Liability, Professional or Errors and Omissions Liability, and comprehensive insurance, each of which will have a minimum coverage of $1,000,000 per Occurrence and $2,000,000 Annual Aggregate coverage, issued by a Uniti Fiber, which such insurance shall name the City of Mobile as an additional insured, provide primary coverage, without contribution, waiver of subrogation, and shall attach to this contract, as proof thereof.

37. 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 there from.

UNITI FIBER LLC

Signature: DocuSigned by: Frank Yarnell D2752E71E65E448...

Name (printed): Frank Yarnell

Title: VP of GOV / ED

Date: 5/5/2023

CITY OF MOBILE

Signature: _____

Name (printed): _____

Title: _____

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	**CONTACT NAME:** Cheri Johnson **PHONE (A/C, No, Ext):** (501)377-6319 **FAX (A/C, No):** **E-MAIL ADDRESS:** cheri.johnson@stephens.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : National Fire Insurance Of Hartford	20478
INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	**INSURER B :** Continental Insurance Company	35289
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 74527726 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:			7012347039	3/1/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7012165356	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			7012165387	3/1/2023	3/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7012165373	3/1/2023	3/1/2024	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

See Attached Addendum for Additional Coverage Details

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stan Payne

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Stephens Insurance, LLC	Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Mobile
ADDRESS: P.O. Box 1827 Mobile AL 36633-1827

NAMED INSURED SCHEDULE:
FIRST NAMED INSURED: UNITI GROUP INC
Uniti Group LP LLC
Uniti Group LP
Uniti Group Finance Inc
CSL Capital, LLC
Talk America Services, LLC
CSL National GP,LLC
CSL National, LP - Below Entities are Holding Companies for REIT Assets
CSL Alabama System, LLC
CSL Arkansas System, LLC
CSL Florida System, LLC
CSL Georgia System, LLC
CSL Iowa System, LLC
CSL Kentucky System, LLC
CSL Mississippi System, LLC
CSL Missouri System, LLC
CSL New Mexico, LLC
CSL North Carolina Realty GP, LLC
CSL North Carolina System, LP
CSL North Carolina Realty, LP
CSL Tennessee Realty Partner, LLC
CSL Tennessee Realty, LLC
CSL Ohio System, LLC
CSL Oklahoma System, LLC
CSL Texas System, LLC
CSL Realty, LLC
CSL Georgia Realty, LLC
Uniti Holdings GP, LLC
Uniti Holdings LP
Uniti Fiber Holdings, Inc.
Uniti Fiber LLC
Uniti QRS Holdings GP LLC
Uniti LATAM GP LLC
Uniti QRS Holdings LP
Uniti Leasing LLC
Uniti Dark Fiber LLC
Uniti Towers LLC
PEG Bandwidth Services, LLC
Contact Network, LLC
PEG Bandwidth DC, LLC
PEG Bandwidth DE, LLC
Inline Services, LLC
PEG Bandwidth LA, LLC
PEG Bandwidth MA, LLC
PEG Bandwidth MD, LLC
PEG Bandwidth MS, LLC
PEG Bandwidth NJ, LLC
PEG Bandwidth PA, LLC
PEG Bandwidth TX, LLC
PEG Bandwidth VA, LLC
PEG Bandwidth NY Telephone Corp

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Stephens Insurance, LLC	Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Mobile
ADDRESS: P.O. Box 1827 Mobile AL 36633-1827

Hunt Telecommunications, LLC
Hunt Brothers of LA, LLC
Integrated Data Systems, LLC
Nexus Systems, Inc.
Nexus Wireless, LLC
Southern Light, LLC
Uniti Wireless Holdings LLC
Uniti LATAM LP
Uniti Leasing X LLC
Uniti Leasing XI LLC
Uniti Leasing XII LLC
Information Transport Solutions, Inc.
Uniti Group Holdco Inc
ANS Connect, LLC
Uniti National, LLC
Uniti Towers NMS, LLC
BB Fiber Holdings, LLC
Uniti Group Finance 2019 Inc.
Uniti Fiber 2020, LLC

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This certificate cancels and supersedes ALL previously issued certificates.

ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC	**NAMED INSURED** Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Mobile

ADDRESS: P.O. Box 1827 Mobile AL 36633-1827

NOTE - COPIES OF THE FORMS REFERENCED BELOW ARE AVAILABLE UPON REQUEST:
The General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage per form CNA75079XX (10-16)
The "Other Insurance - Primary/Excess provision" with respect to additional insured's per form CNA74705XX(1-15)
The General Liability policy includes blanket automatic waiver of subrogation provision where required by written agreement per form CNA74705XX(1-15)
The General Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if required by contract per form CNA74702XX (1-15)
The Auto Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage per form SCA 23 500 D (10-11)
The "Other Insurance - Primary/Excess provision" with respect to additional insured's per form CNA74705XX (1-15)
The Auto Liability includes a blanket automatic waiver of subrogation provision where required by written agreement per form CA 04 44 (10-13)
The Auto Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per form CNA72315XX (04-19)
The Workers Compensation includes a blanket automatic waiver of subrogation provision where required by written agreement per forms WC 00 03 13 (04-84) or Texas WC 42 03 04B (06-14)
The Work Comp policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per form CC68021A (02-13)
Longshore and Harbor Workers' Compensation Act endorsement (WC 00 01 06 A) is attached to the policy This endorsement amends the basic policy definition of workers compensation law to include the LHWCA
The Umbrella Liability follows over underlying General Liability, Auto Liability and Work Comp policies. The Umbrella policy includes additional insured as in underlying per form C CNA75504XX (03-15). The Umbrella policy includes blanket waiver of subrogation per form CNA75504XX (03-15)
General Liability & Umbrella Liability policies both include separation of insured provisions that are automatically built into coverage forms CG0001 (04-113) and CNA75504XX (03-15). The General Liability & Excess policies "do not" include cross suits exclusion endorsements.
Contractors' GL Extension Endorsement per form CNA7470XX(1-15) includes Contractual Liability Railroad (#7)

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AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide design services for the renovations & additions at the Mobile Civic Center

Amount of Contract:

$2,928,667.00

Funding Source

Project # Mobile Civic Center - Improvements Master Plan CC-034D-22

Discretionary Funds

Project String C0690 Civic Ctr - Improvements Master Plan (20002000-42200)

Contract Number:4469

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
CC-034D-22 Mobile Civic Center - Improvements Master Plan	Cover Memo	5/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/25/2023 - 11:17 AM
Capital	Rhodes, Brenda	Approved	5/25/2023 - 11:54 AM
Legal	Kern, Chris	Approved	5/25/2023 - 1:12 PM
Mayors	Montgomery, Brandi	Approved	5/25/2023 - 2:46

Office PM

RESOLUTION

2023

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

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

Name of Company:	GOODWYN MILLS CAWOOD, LLC
Project Name:	MOBILE CIVIC CENTER – IMPROVEMENTS MASTER PLAN
Project Number:	CC-034D-22
Amount:	$2,928,667.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIVIC CTR – IMPROVEMENTS MASTER PLAN

CAPITAL PROJECT #: C0690 (20002000-42200)

CONTRACT AMOUNT: $2,928,667.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CC-034D-23

PROJECT DESCRIPTION: FOR THE DESIGN OF RENOVATIONS & ADDITIONS AT THE MOBILE CIVIC CENTER (401 CIVIC CENTER DRIVE) BY GOODWYN MILLS CAWOOD, LLC.

VENDOR NAME: GOODWYN MILLS CAWOOD, LLC

VENDOR NUMBER: 276184

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 5/25/2023

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Contact: Yann D. Cowart, AIA

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

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

Mobile Civic Center - Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602

CC-034D-22

The Owner and Architect agree as follows.

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

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

Init.
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User Notes:
(791373392)

TABLE OF ARTICLES

1 INITIAL INFORMATION

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4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Name of Project, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

401 Civic Center Drive, Mobile, Alabama 36602. Lot 1 East Church Street Area First Addition Amended. Assigned House Number: 401. Tax ID/Parcel # R022906400011244. Architectural, engineering and interior design services and other specialty consultants to advance the design for the "SHIFT" Scheme of the Mobile Civic Center as developed by Populous. The design effort request is to carry through 25% of the design and construction document phases.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated cost of construction for the "SHIFT" scheme renovation to the Mobile Civic Center is One Hundred Thirty-Three Million One Hundred Eighty-Nine Thousand Eighty-Two and 00/100 Dollars ($133,189,082.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init. /

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.1 Design phase milestone dates, if any:

100% Schematic Design and 50% Design Development Package – November 27, 2023

.2 Construction commencement date:

N/A

.3 Substantial Completion date or dates:

N/A

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2

(Paragraphs deleted)

Other, if any:

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

Wayfinding/Branding – MELT
Commissioning – TBD
Management Company – TBD
Traffic Studies – Skipper
Hazardous Materials Testing – TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Yann D. Cowart, Vice President, Sport Architecture
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: yann.cowart@gmcnetwork.com
Phone: (251) 460-4006

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Design Architect:

Populous Architects, P.C.
4800 Main Street, Suite 300
Kansas City, Missouri 64112

.2 Mechanical, Electrical, and Plumbing Engineer :

Henderson Engineers, Inc.

.3 Structural Engineering:

Walter P Moore

.4 Associate Architect:

Gant Group & Associates

.5 Code and Life Safety:

Howe Engineers

.6 Envelope:

Williamson

.7 Site Civil:

TBD

(Paragraphs deleted)

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E, of the City of Mobile Insurance Requirements attached hereto as Exhibit 1, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare **Fifty Percent (50%)** Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner; Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, if requested, as an additional service
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of

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determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

N/A

.3 50% Design Development Phase
(Describe the method of compensation)

A. Basic Services Stipulated Sum: $2,928,667.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

1. Survey
2. Geotech/Special Inspections
3. Theater Consultant
4. Cost Estimation
5. Vertical Circulation
6. Acoustics, AV, Telecom/Date, Security, Site Lighting
7. Kitchen
8. Building Scanning/As-Builds
9. Additional 3D Computer generated color renderings

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Sixty	Percent (60%)
Design Development Phase	Forty	Percent (40%)

(Rows deleted)

Total Basic Compensation	One Hundred	Percent (100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A

Employee or Category	Rate ($0.00)
Principal	$450.00
Executive VP / Senior VP	$325.00
Senior Professional [Architect, Engineer, Interior Designer, Scientist]:	$300.00
Professional II [Architect, Engineer, Interior Designer, Scientist]:	$225.00
Professional I [Architect, Engineer, Interior Designer, Scientist]:	$200.00
Intern II [Architect, Engineer, Interior Designer, Scientist]:	$130.00
Intern I [Architect, Engineer, Interior Designer, Scientist]:	$110.00
Technical III [Contract Spec, CADD Tech, Designer, Drafting, CA]	$140.00
Technical II [Contract Spec, CADD Tech, Designer, Drafting, CA]	$115.00
Technical I [Contract Spec, CADD Tech, Designer, Drafting, CA]	$ 95.00
Executive Administrative Assistant	$115.00
Administrative Assistant II:	$ 95.00
Administrative Assistant I:	$ 75.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Printing, mounting, shipping and materials costs

.2 Out of town travel expenses, lodging and meals directly associated with project.

.3

(Paragraphs deleted)

Professional rendering or models requested by Owner outside of those included in the Scope of Work

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 15 percent (15%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ($N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD version 2020 or later **or REVIT**. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

.5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Insurance Requirements, Exhibit 1
- c. Architect's Certificate of Insurance with Endorsements
- d. Architect's E-Verify Documentation

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

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

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

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

Architect: Goodwyn Mills Cawood, LLC

ARCHITECT *(Signature)*

Yann D. Cowart, Vice President, Sports Architecture
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Lee

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Yann D. Cowart as Vice President of Goodwyn, Mills, & Cawood, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Authorized Employee.
Sworn to and subscribed for me this 24 day of May, 2023.

NOTARY PUBLIC
My Commission Expires: 9/6/26

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EXHIBIT 1

City of Mobile Insurance Requirements
Consultant

Insurance – For the duration of this agreement, the Consultant shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance:

1.

Projects $0 - $1,000,000	$1,000,000 /$2,000,000 annual aggregate
Projects over $1,000,000	to be determined by Owner

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.

POPULOUS

2 South Market Street
Faneuil Hall Marketplace Fourth Floor
Boston, MA 02109 USA

T (857) 415 3642
F (857) 453 4529
www.populous.com

Goodwyn Mills Cawood
11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423
www.gmcnetwork.com

May 9, 2023

Jim DeLapp
Executive Director, Public Works
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

jadelapp@cityofmobile.org

RE: Mobile Civic Center – Additions and Renovations

Jim,

It is with great excitement and enthusiasm that we look forward to the opportunity to submit a proposal for the design of the additions and renovations to the Mobile Civic Center. We have prepared this proposal per your request for review and comment, and look forward to working with you, your team and the City of Mobile throughout this initial design phase led by Populous and the continuation of the design and construction together with our local design partners, GMC, for this important landmark project. This TEAM has demonstrated success on other Sports and Entertainment projects with The Troy Arena in 2010 and more recently with Birmingham's Protective Stadium complete in 2021

A› PROJECT TEAM

We have assembled the following design team to deliver Architectural, Engineering, Interior Design, and Specialty Consulting services for this project. We will work closely with you and the city of Mobile to produce the best possible design solution and final project.

Basic Service TEAM

Populous Architects, P.C. Design Architect	Principal in Charge – Jim Swords Lead Designer – Aaron Bruckerhoff
Goodwyn, Mills and Cawood, Inc. Architect of Record **Gant Group & Associates (BDE)** Associate Architect	Project Manager – Jim Walker Project Designer – Yann Cowart Carlos Gant - Architect Project Designer- Erik Consuegra Specifications- Mike Swinson Landscape Architecture – Brandon Bias
Walter P Moore Structural Engineering ***MBA Engineers Inc. (DBE)*** Local Structural	Principal in Charge – Erin Kueht Keith Owens PE
Henderson Engineers, Inc. MEP,FP Engineers	Principal in Charge – Ryan Starkovich Project Manager – Tyler Johnson
Williamson Envelope	TBD
TBD – Coordination with Owner Consultant (DBE participation) Site Civil	TBD – To be confirmed
Howe Engineers Code and Life Safety	Andrew Newman Ben Muscente

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Additional Services TEAM (Proposed)

Goodwyn, Mills and Cawood, Inc. Survey	TBD
Goodwyn, Mills and Cawood, Inc. Geotech / Special Inspections	TBD
Fred Masino Theater Consultant	TBD
Palacio Cost Estimation	TBD
Lerch Bates Vertical Circulation	TBD
Henderson Acoustics, AV, Telecom / Data, Security, Site Lighting	TBD
Camacho (DBE) Kitchen	TBD
ATG Building Scanning / As-Builts	TBD

Other TBD as necessary. We will continue to strive to meet the city of Mobile's (DBE) goal of 15% participation throughout all phases of this project

Owner Consultants

MELT Wayfinding / Branding	TBD
Commissioning	TBD
Management Company	TBD
Skipper Traffic (If Required)	TBD

B› PROJECT SCOPE & SCOPE OF SERVICES

We have the following understanding of the primary work items requiring our Architectural, Engineering, Interior Design, and Specialty Consulting involvement:

- Architectural, engineering, and interior design services and other specialty consultants to advance the design for the "SHIFT" Scheme as developed by Populous. The design effort requested is to carry through 25% of the design and construction document phases.

Area	***SF***	***Estimated Cost***
Arena Scope	301,610 SF	$86,350,353
Theater Scope	66,860 SF	$16,340,072
General and Special Conditions	7% / 1%	$8,215,235
Permits, Insurance & Fees	3% / 1% / 4%	$9,084,504
Contingencies	6% / 5%	$13,198,918
TOTAL	**368,470 SF**	**$133,189,082**

Above estimate developed by BLHarbert dated 7-20-2022 4.0% escalation added for current projected schedule. Pending further program development of the site selection and building scope during the pre-design / programming process, this proposal is based upon the items above

Architectural (GMC + Populous)

- Develop As Built drawings through 3D Scanning (ATG)
- Review and adjustment of program elements
- Code Compliance and life safety studies

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- All necessary user group meetings
- Plans generally complete
- Exterior elevations and primary dimensions complete
- Interiors dimensioned with rooms labeled and numbered
- Doors tagged and Representative Door and Window Schedule and details
- Reflected Ceiling plans coordinated with general lighting layout with narratives and ceiling details
- Building Sections coordinated with structural
- MEP / FP coordination and designated zones established
- Typical wall sections scaled and noted
- Representative blow up plans
- Outline specifications
- Coordination with vertical transportation
- Coordination with Envelope and moisture details
- Interior material selections
- Majority of partition types detailed
- Representative Room finish schedule

Structural: (Walter P Moore)

- Establish Structural design criteria
- Visit the project site to be generally family with the present condition of the building
- Identify special code and Approval Agency issues
- Develop and evaluate alternative structural systems as appropriate
- Recommend appropriate investigations, reports, surveys, tests and services of other consultants
- Structural BIM model of existing building within areas of major structural renovation
- Review estimate of the Cost of Construction prepared by others
- Attend meetings
- Deliverables – Submit structural framing plans and narrative for ONE selected scheme.
- Prepare preliminary foundation and framing designs and drawings with layouts of typical areas and sizes of typical elements
- Prepare typical detail sheets
- Prepare outline specifications for structural items
- Identify Pre-Engineered Structural Systems
- Review Results of Special Studies
- Provide additional narratives to support estimating process
- Review interpretation and application of special building code and approval issues
- Attend meetings
- Vibration Analysis for footfall loads and crowd excitement
- Deliverables – Submit Design Development documents for approval

MEP, FP (Henderson)

- Energy Benchmarking
- Climate Analysis
- Rule of thumb major equipment room size estimates
- Current operations observation during site visit
- User group meeting
- Utility main size estimates
- Basis of design narratives
- Major equipment sizing and location plan
- Preliminary equipment room sizing
- Chase sizing estimates

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- Preliminary site plan showing utility connections
- HVAC zoning plan
- Define lighting level criteria
- Demolition drawings
- Electrical and HVAC single line drawings
- Low Voltage Riser
- HVAC load calculations
- Ventilation calculations
- Air balance calculations
- Smoke evacuation concept
- Equipment cut sheets
- Equipment plans
- Interior lighting design services
- Exterior façade lighting design
- Exterior site lighting design
- Zone thermal unit layout
- Specifications table of contents and outline specification
- Preliminary equipment and lighting schedules
- Roof drain riser location and slope height requirement
- Telecommunications major pathway layout

Civil (TBD)

- Coordinate utility connections
- Final grades and drainage
- Site geometry and plan graphically fixed
- All site elements defined
- Preliminary landscape / irrigation / hardscape plans
- Specifications Outline

Special Consultant scopes (See proposed above)

- Narratives and specifications to support cost estimation
- Items that impact design, performance and coordination
- Vertical transportation analysis and narratives
- Envelope and water proofing analysis and narratives
- Traffic studies (If Required)
- Acoustical analysis and narratives
- Food Service / concessions analysis and narratives
- AV analysis and narratives
- Security systems and tele/data analysis and narratives
- Color Renderings – Includes 5 Interior Renderings and 5 Exterior Renderings. Additional renderings per additional service as outlined below

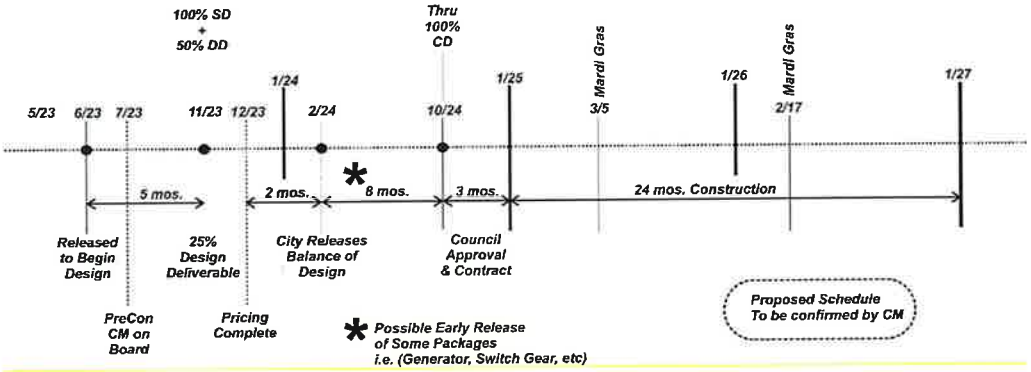
EXCLUDED SERVICES

- *Hazardous Materials Survey and/or Environmental Evaluation:* We have excluded the identification and/or remediation of hazardous materials. These services, if required, shall be performed by Owner under separate contract.
- *Zoning and Planning:* Our proposal does not include Work associated with Zoning Approvals, Development Plan Approvals, or similar regulatory processes. This service is not anticipated to be needed but it can be provided by GMC as additional service if desired.
- *Stormwater Permitting:* Our proposal does not include Stormwater Permitting. This service can be provided by GMC as additional service if needed
- *CEI Construction Engineering Inspection*
- *Other items identified as additional services below*

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PROJECT SCHEDULE

We approach each project with a professional level of diligence, and we strive to maintain our schedule commitments. The following table shall serve as an estimate of the durations we anticipate will be required to complete your project as defined herein.



C› COMPENSATION & FORM OF CONTRACT BASIC SERVICES FEES

We propose performing the work illustrated above under the "Scope of Services" section in accordance with the following:

- *Percentage of Construction (%C)* fees which are calculated as a fee percentage times the Construction Cost.

	FEE CALCULATION	ESTIMATED COST
Basic Services + Additional Services	$133,189,082 x 8.8% *(This fee percentage based upon Arena scope categorized as Group III and Theater Scope Categorized as Group IV + renovation factor of 1.25 + additional services required as outlined above)*	**$11,714,669.00**
Milestone 1	(100%) Schematic Design Package – 15% of Total Fee	$1,757,200.00
Milestone 2	(Thru 50%) Design Development Package - 10% of Total Fee	$1,171,467.00
	TOTAL THIS PROPOSAL	**$2,928,667.00**
	Below to be completed via Amendment	
Milestone 3	(thru 100%) Design Development Package – 10% of Total Fee	$1,171,467.00
Milestone 4	Construction Documents Package – 40% of Total Fee (By amendment)	$4,685,867.00
Milestone 5	Bidding (By Amendment) - 5% of Total Fee (By amendment)	$585,733.00
Milestone 6	Construction Administration - 19% of Total Fee (By amendment)	$2,225,787.00
Milestone 7	Closeout - 1% of Total Fee (By amendment)	$117,147.00
BASIC + ADDITIONAL SERVICES TOTAL FEE:		**$11,714,669.00**

REIMBURSABLE EXPENSES

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of a project. We do not consider telephone charges (including long distance,) faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

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GMC

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.15 times our cost:

- Printing/ mounting, shipping, and material costs including drawings for presentations, meetings, contractor pricing, permitting and discussion purposes.
- Out of town travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Professional renderings or models requested by the Owner, outside of those included in the Scope of Services.

ADDITIONAL SERVICES

Additional services are services outside of the basic services scope noted above, or are special services requested by the Owner, or services that were not anticipated at the writing of this agreement. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Examples of Additional Services include floor plan modifications to the floor plan requested by the Owner, design modifications required by changes or varying interpretation of applicable Building Codes for the provided design. Approved Additional services of our Consultants will be invoiced at 1.15 times our cost.

The following additional services are being offered for consideration at the request of the owner for the above scope of work

HOURLY RATE SCHEDULE
GMC + POPULOUS

Principal:	$450.00/ hour
Executive VP / Senior VP	$325.00/ hour
Senior Professional [Architect, Engineer, Interior Designer, Scientist]:	$300.00/ hour
Professional II [Architect, Engineer, Interior Designer, Scientist]:	$225.00/ hour
Professional I [Architect, Engineer, Interior Designer, Scientist]:	$200.00/ hour
Intern II [Architect, Engineer, Interior Designer, Scientist]:	$130.00/ hour
Intern I [Architect, Engineer, Interior Designer, Scientist]:	$110.00/ hour
Technical III [Contract Spec, CADD Tech, Designer, Drafting, CA]	$140.00/ hour
Technical II [Contract Spec, CADD Tech, Designer, Drafting, CA]	$115.00/ hour
Technical I [Contract Spec, CADD Tech, Designer, Drafting, CA]	$95.00/ hour
Executive Administrative Assistant	$115.00/ hour
Administrative Assistant II:	$95.00/ hour
Administrative Assistant I:	75.00/ hour

Consultant Hourly Rates can be provided upon request

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GMC

PAYMENT TERMS

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

LIABILITY INSURANCE

Goodwyn Mills & Cawood Inc. maintains Workmens' compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate will be provided upon request

AGREED REMEDY

To the fullest extent permitted by law, the total liability, in the aggregate, of the Architect and Architect's officers, directors, employees, insurers, agents, and consultants to the Owner and anyone claiming by, through or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Architect's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Architect under this Agreement.

WAIVER OF CONSEQUENTIAL DAMAGES

Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

FORM OF CONTRACT

We understand that the project will be constructed by a competent General Contractor selected by the Owner during the bidding phase. Based on this delivery method, we understand the *AIA standard Agreement between Owner and Architect* to serve as the basis of our agreement. Through the use of this state of Alabama standard document, the contract language and the details of the project delivery method shall be well coordinated.

Our fee structure is based on the use of the standard Alabama DCM language. Should the Owner require modification to the standard language which materially changes the Architect's scope of services, liability, or project related costs, we reserve the right to adjust the Basic Services fee structure proposed herein. It is our understanding that the City of Mobile shall prepare the contract for review.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:

POPULOUS Architects, P.C.

Jim Swords AIA
Principal

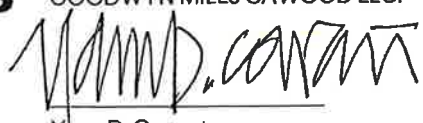
Accepted:

CITY OF MOBILE

Jim DeLapp,
Executive Director, Public Works
City of Mobile

POPULOUS
GMC

GOODWYN MILLS CAWOOD LLC.



Yann D. Cowart
Vice President, Sports Architecture
GMC Mobile

cc: Jim Walker – GMC
Chris Engle – GMC
Proposal File

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Goodwyn Mills Cawood, LLC.
Address	11 N. Water Street, Suite 15250 Mobile, AL 36602
Telephone	251-460-4006
E-Mail	yann.cowart@gmcnetwork.com

RFP/RFQ Solicitation Number	
Project Description	Mobile Civic Center Improvements - Master Plan
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO _____ Total #of Employees 500

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Yann D. Cowart

Signature: Yann D. Cowart Date: 5.24.2023

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jim Walker Title: Vice President

Email: jim.walker@gmcnetwork.com Phone: 251-460-4006

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company GMC LLC Your Bid/Proposal Amount $ $2,928,667 Date:

5 / 24 / 2023 Description Architectural Design Services

Name of Bidder/Proposer: Jim Walker, AIA

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
GANT Group & Associates	251-377-8457	Architectural Design Services	TBD	TBD	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: GMC LLC

Contact Person: Jim Walker, AIA Phone 251-460-4006 Email jim.walker@gmcnetwork.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	X	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Goodwyn, Mills & Cawood, Inc.	
Entity ID Number	000 - 104 - 406
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	05/31/1985
Registered Agent Name	THACKSTON, GALEN
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124
Nature of Business	ENGINEERING
Capital Authorized	$500
Capital Paid In	---
Incorporators	
Incorporator Name	JOHNSON, D KYLE
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	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date Capital Amounts Changed From	06/30/1997 $10,000 Authorized --- Paid In
Transaction Date Miscellaneous Filing Entry	12/29/1999 CANCELLATION OF REACQUIRED SHARES
Transaction Date Miscellaneous Filing Entry	03/20/2000 AMENDMENT FILED

Goodwyn, Mills & Cawood, Inc.	
Transaction Date	12/30/2002
Legal Name Merged	Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date	12/30/2002
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date	10/31/2005
Registered Agent Changed From	MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date	09/05/2018
Agent Mailing Address Changed From	* Added
Transaction Date	09/05/2018
Registered Agent Changed From	CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.

Browse Results New Search

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Goodwyn Mills Cawood LLC
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P.O. Box 242128 Montgomery County, AL 36124
County or Parish	Montgomery
Employer Identification Number	85-4128572
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	23

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SyncHR, Inc.	
Name (Please Type or Print) Kari Guthrie	Title
Signature Electronically Signed	Date January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

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

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1

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

Name	Amanda Davis
Phone Number	(334) 271-3200 e xt. 201
Fax Number	
Email Address	amanda.davis@gmcnetwork.com

Name	Angela Miller
Phone Number	(334) 271-3200 e xt. 234
Fax Number	
Email Address	angelamiller@gmcnetwork.com

Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie Faulkner	
Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	PHONE (A/C, No, Ext): 334 273-7277	FAX (A/C, No): 334-273-9197
	E-MAIL ADDRESS: jfaulkner@hdbinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Insurance Company	11150
INSURED Goodwyn Mills & Cawood, Inc. Goodwyn Mills Cawood, LLC PO Box 242128 Montgomery, AL 36124	INSURER B : Continental Insurance Company	35289
	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 INSR	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 LOC OTHER:	X	X	ZAGLB9258000	03/03/2023	10/01/2023	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 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	ZACAT9294200	03/03/2023	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X	X	7036908331	03/03/2023	10/01/2023	EACH OCCURRENCE AGGREGATE $	$10,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	ZAWCI9750100	03/03/2023	10/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Project: #CC-034-22, Mobile Civic Center Improvements Master Plan
City of Mobile is named as Additional Insured on the General Liability and Automobile Liability policies, on a primary and non-contributory basis, as their interest may appear regarding work performed or services provided by the named insured where required by written contract and subject to the policy terms and conditions. Waiver of Subrogation applies to the Additional Insured with respect to General Liability, Auto
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Liability and Workers Compensation where required by written contract. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 60 day Notice of Cancellation is provided per policy terms, conditions, and exclusion.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2023

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PRODUCER	CONTACT NAME: Jackie Murk
RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Goodwyn Mills & Cawood, LLC
Goodwyn, Mills & Cawood, Inc.
P.O. Box 242128
Montgomery AL 36124

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9995830	07/01/2022	07/01/2023	Each Claim	$1,000,000
							Aggregate	$2,000,000

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

Re: Project #CC-034-22, Mobile Civic Center – Improvements Master Plan.
A 30 Day Notice of Cancellation applies except in the case of non-payment of premium.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:
Jennifer Greene, Director of Programs and Project Management

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
The attached contract is for a design and engineering contract between the City of Mobile and Volkert, Inc. for Broad St Phase 4- Dr. MLK Avenue from Butchers Lane to Beauregard Street. An original contract was adopted between the City of Mobile and the Alabama Department of Transportation, resolution 31-429, on 25th July, 2017. This included funds, provided and administered by ALDOT, for preliminary engineering services for Broad St phases I-II, Ill and IV. Volkert Inc was chosen for this work. Preliminary plans, studies and surveys were initially completed for phase IV. During the course of construction for Phase I-II, several unknown issues were encountered that required design changes, along with contract time extensions and additional CE&I, that led to all of ALDOT's commitment being expended. Since Volkert, Inc. had provided all design work to date for the Broad St project phases, Volkert, Inc was chosen, with the ALDOT approval, to continue engineering services for the remainder of the design for phase IV. This maintains all work accomplished to date, saving design time and minimizing cost.

This project is the next phase of the TIGER Grant project. The scope of this project includes resurfacing and striping, replacement of sidewalks, curb and gutter and inlets, as well as signal and pedestrian lighting upgrades along with bike lanes.

Amount of Contract:
$248,957.00

Effective Date of Contract:
5/30/2023

Funding Source
Project # Broad Street Phase IV Dr. MLK Avenue

from Butchers Lane to Beauregard Street 2023-2045-01

Discretionary Funds N/A

Project String G-TIGERPH4

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	5/25/2023
Resolution	Resolution Letter	5/25/2023
Contract	Backup Material	5/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/25/2023 - 12:06 PM
Accounting	Threadgill, Randy	Approved	5/25/2023 - 2:26 PM
Legal	Kern, Chris	Approved	5/25/2023 - 2:44 PM
Legal	Kern, Chris	Approved	5/25/2023 - 2:44 PM
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:46 PM

May 23, 2023

To Whom It May Concern:

The attached contract is for a design and engineering contract between the City of Mobile and Volkert, Inc. for Broad St Phase 4 – Dr. MLK Avenue from Butchers Lane to Beauregard Street. An original contract was adopted between the City of Mobile and the Alabama Department of Transportation, resolution 31-429, on 25th July, 2017. This included funds, provided and administered by ALDOT, for preliminary engineering services for Broad St phases I-II, III and IV. Volkert Inc was chosen for this work.

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This project is the next phase of the TIGER Grant project. The scope of this project includes resurfacing and striping, replacement of sidewalks, curb and gutter and inlets, as well as signal and pedestrian lighting upgrades along with bike lanes.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

Cody Reed, P.E.
Project Manager, Programs and Project Management
Public Works

2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Volkert, Inc.
COM Project Name:	Broad Street Phase IV Dr. MLK Avenue from Butchers Lane to Beauregard Street
COM Project Number:	2023-2045-01
Not to Exceed Cost:	$248,957.00

Adopted:

_____

City Clerk

2045 Broad St Phase IV Dr. MLK Jr Ave From Butchers Lane to Beauregard St

City of Mobile Project No. 2023-2045-01

ENGINEERING SERVICES CONTRACT

Between

CITY OF MOBILE

and

Volkert, Inc.

May 2023

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STATE OF ALABAMA

CITY OF MOBILE

ARTICLES OF AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and VOLKERT, INC. of Mobile, Alabama (hereinafter called the CONSULTANT):

WHEREAS, CONSULTANT shall provide all professional services necessary for the completion of design and production of complete construction plans for a resurfacing and restriping project with in-kind replacement of sidewalks, curb and gutter, and inlets as well as signal and pedestrian lighting upgrades along Dr. Martin Luther King, Jr Avenue from Butchers Lane to Beauregard St. These services include the production of Construction Documents, Construction Plans including Roadway Plans, and Utility Coordination.

WITNESSETH

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation Standards and Specifications and will ascertain the written practices of the STATE and CITY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the CITY, STATE and Federal Highway Administration (FHWA).

ARTICLE I – DEFINITIONS

The following terms and their definitions shall apply:

CITY	CITY OF MOBILE
CITY ENGINEER	That person designated by the CITY as CITY ENGINEER
CITY ENGINEER'S OFFICE	Those persons, both professional and non-professional, employed by the City of Mobile and performing work at the direction of the City Engineer.
ALDOT or STATE	Alabama Department of Transportation
FHWA	Federal Highway Administration
CONSULTANT	Volkert, Inc.
PROJECT	Broad Street Phase IV – Final Design
AASHTO	American Association of State Highway and Transportation Officials

ARTICLE II – DESCRIPTION OF SERVICES

The CITY hereby employs the CONSULTANT and the CONSULTANT agrees to perform for the CITY all necessary professional engineering services as hereinafter set forth in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth.

ARTICLE III – SCOPE OF WORK

The CONSULTANT will perform engineering, coordinate all utilities relocating and prepare construction plans, for a resurfacing and restriping project with in-kind replacement of sidewalks, curb and gutter, and inlets as well as signal and pedestrian lighting upgrades along Dr. Martin Luther King, Jr Avenue from Butchers Lane to Beauregard St, in Mobile County, Alabama. It is anticipated that these improvements will generally be made within the existing right-of-way of Dr. Martin Luther King, Jr Avenue. Additional project assumptions are listed in Attachment A, which is hereby made a part of this agreement.

The work to be performed by the CONSULTANT will include the Environmental Corridor/Design Studies and NEPA documentation (Categorical Exclusion (CE)), Field Surveys including Right-of-Way Maps and Deeds, Construction Plans including Roadway Plans, and Utility Relocations as follows:

SECTION 1 – CORRIDOR/DESIGN STUDIES

The CONSULTANT will perform a letter re-evaluation for the previously approved CE environmental document due to the change in scope of work.

SECTION 2 – FIELD SURVEY – TASK INCLUDED IN PRIOR CONTRACT

SECTION 3 – GEOTECHNICAL SERVICES

The CONSULTANT will review and update the draft materials report dated 2/23/2018. This document will be submitted to the CITY and STATE for review and approval.

SECTION 4 – PRELIMINARY ROADWAY PLANS - TASK INCLUDED IN PRIOR CONTRACT

SECTION 5 – ROADWAY PLANS

The CONSULTANT shall not begin any work on this SECTION until it receives written authorization by the CITY.

The CONSULTANT will perform the following, as applicable:

A. The development of the plans will follow the procedure as shown in the STATE's "*Guide for Developing Construction Plans*" and "*Guidelines for Operations.*"

B. OMITTED

C. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, CITY, the FHWA, and the Federal Emergency Management Agency (FEMA).

D. Edge of Pavement Profiles with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.

E. OMITTED.

F. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by Alabama Department of Environmental Management (ADEM) for the application of a stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with applicable ADEM regulations regarding the selection and implementation of Best Management Practices (BMP's). The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or designs for structural controls that conform to AASHTO's *Highway Drainage Guidelines, Volume IV, Guidelines for Erosion and Sediment Control in Highway Construction (2007)* and to the Alabama Soil and Water Conservation Committee's *Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, June 2003 (Revised 1-06).*

G. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, striping and marking plan including bridge striping, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all grade,

base, pave, and drain work. Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 50 feet in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the ALDOT design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

H. Drainage Section drawings will be provided for all drains, existing and proposed, along the project centerline and within the project work limits. Stream bed data acquired from a field survey will be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.

I. Prepare designs and detailed contract plans at a horizontal scale of 1”= 20’ and vertical scale of 1”= 2’, and cross section at a horizontal scale of 1”= 10’ and vertical scale of 1”= 5’, or as otherwise approved by the CITY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the CITY.

J. Arrangements will be made by the STATE and/or CITY with any affected utility owner to prepare plans for any utility relocations. The CONSULTANT will provide Utility Base Sheets to the STATE and CITY showing existing utilities for the STATE's and CITY's use and coordination with Utility Companies. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

K. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, (or latest succeeding standard specifications issued by ALDOT prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of ALDOT of any needed items not covered by the aforementioned Standard Specifications.

L. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symboled in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the CITY on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the CITY.

M. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the CITY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for handling traffic during construction and a Sequence of Construction will be prepared for each set of contract plans.

N. The CONSULTANT will coordinate these plans with existing and proposed plans of the CITY.

O. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD Standards that will facilitate the STATE's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.

P. The CONSULTANT will submit a set of reproducible plans along with the corresponding CADD Utility files, for use of the STATE and or CITY in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN Format compatible with Bentley MicroStation Software V8i-SS2-2004 or the newest version of software packages.

Q. One plan review (*30% and Plan-In-Hand completed in prior contract*) including Plans, Specifications and Estimate (P.S.&E.) submittal, as required by the Alabama Department of Transportation "*Guide for Developing Construction Plans*" (GDCP), will be conducted. The CONSULTANT will prepare and submit three (3) sets for the STATE and two (2) sets for the CITY of plans for a P.S.&E. Inspection. After plan revisions are complete, the CONSULTANT will submit Final Plans. Construction cost estimates will be furnished with the P.S.&E. and Final Plan submittals. Final Plan submittal will be

one(1) full size set of prints, and two (2) half-size, as well as electronic graphic files in MicroStation, .DGN format and InRoads or InXpress Files and quantity calculations.

R. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

S. Flag required right-of-way as necessary, including alignment and stationing.

T. Notwithstanding anything to the contrary contained herein, with respect to services performed by the CONSULTANT under this AGREEMENT (whether pursuant to this SECTION 4 or otherwise) the CONSULTANT shall not be responsible for the means, methods, or procedures of any contractor or subcontractor during construction.

Electrical Engineering Services

The work to be performed by the CONSULTANT shall include, but not be limited to, the following:

A. The CONSULTANT will provide completely designed projects ready for letting and/or reports and studies as directed.

B. The CONSULTANT will produce plans sets on a CADD system using current ALDOT CADD Standards and be capable of electronically transmitting/receiving project files or individual sheets to/from the ALDOT's Central Office.

C. All lighting level calculations will be made using AGi32 or other Department approved programs. The CONSULTANT shall perform all calculations using the illuminance method of design. The CONSULTANT shall attend the PS&E meeting to discuss the calculation results and lighting design with the CITY and ALDOT.

D. The CONSULTANT will write specifications for all special hardware and installation techniques not covered in the ALDOT's existing Section 750 – Roadway Lighting, Section 756 – Electrical Conduits under Roadway, and Section 889 – Roadway Lighting Materials.

E. Final plans will be furnished and all calculations will be submitted to the CITY and ALDOT.

Utility Relocations

The CONSULTANT will coordinate any required adjustments to utilities with the utility companies involved in accordance with ALDOT and FHWA Policies and Procedures and as outlined in ALDOT's Utility Manual. Following the PS&E Review, the CONSULTANT will make the appropriate revisions to the plans according to the PS&E Review comments, then submit utility base sheets to the utility companies. The CONSULTANT shall make available to the utility companies any electronic files available by the CONSULTANT without modification for use by the utility company. The CONSULTANT, CITY, and ALDOT shall conduct necessary reviews and meetings in order to resolve all utility conflicts and to obtain the finalized utility relocation documents. The CONSULTANT shall include base utility sheets for inclusion in the final plan assemblies.

Bidding Assistance

The CONSULTANT, shall upon approval of the bid package, prepare an "Invitation of Bids" and issue to the CITY. During the bid period and up to the notice of award to the successful bidder, the CONSULTANT shall provide the following services:

A. Assist the CITY in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY.

B. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

C. The CONSULTANT shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. A copy of this record will be given to the CITY by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

D. The CONSULTANT will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The CONSULTANT's estimate of cost of the project should be indicated on this list.

E. The current CITY Contract Documents shall be used on this project. Only additional Special Provisions may be added to these documents to describe special requirements particular to this project.

F. Upon receipt of the bid documents, the CONSULTANT shall review the bids to assure proper bid bonds. The CONSULTANT shall also prepare a tabulation of all bidders, and submit a minimum of three copies to the CITY along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

G. Upon notification of award the bid by the CITY, the CONSULTANT shall prepare five (5) bound sets of contract documents and supply them to the Contractor. One set of documents will contain the original bid documents, with the Contractor's original signatures. The contractor should execute and return these documents to the CONSULTANT within ten (10) working days. The CONSULTANT should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the CONSULTANT should submit all five (5) copies to the CITY for execution by the CITY COUNCIL.

ARTICLE IV – OBLIGATION OF ALDOT/CITY TO CONSULTANT

The work to be performed by the STATE or the CITY will include the following (unless the STATE / CITY instructs the CONSULTANT to perform said work), as applicable:

A. The CITY and/or STATE will provide ALDOT traffic data and accident/crash data to the CONSULTANT for evaluation of the project area.

B. The CITY and/or STATE will provide ALDOT pedestrian and bicycle count data to the CONSULTANT for evaluation of the project area.

C. The CITY and STATE will make available all digital base mapping with topographic data, aerial photos, existing plans, layouts, profiles, survey data, and any other data in connection with the work in this AGREEMENT previously performed by or for the CITY.

D. The CITY will, as far as reasonably possible, cooperate with the CONSULTANT in making necessary arrangements with public officials with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.

E. CITY/ALDOT will circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

F. The CONSULTANT will attend Community Meetings with the CITY/ALDOT.

G. The CITY and/or ALDOT will secure all appropriate utility agreements.

H. CITY/ALDOT will make available to the CONSULTANT any applicable policies, procedures, sampling frequencies, test methods, guidelines, and specifications.

I. CITY will make available to the CONSULTANT the standard for bidding and construction contract documents.

ARTICLE V – TIME OF BEGINNING AND COMPLETION

SECTION 1

A. The CONSULTANT agrees to start work on the professional services outlined under ARTICLE III of this AGREEMENT upon receipt of the written notices to proceed from the CITY.

B. All work included in the AGREEMENT shall be completed within twenty-four (24) months from the date of written notice to proceed. However, at the CITY's option this AGREEMENT may be extended beyond the time slated for work completion.

C. In case the CITY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the Scope of Work outlined in this AGREEMENT, the time limits specified herein may be adjusted.

ARTICLE VI – PAYMENT

SECTION 1 – FEES

For services performed by the CONSULTANT under this AGREEMENT and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT as follows:

A. Not more than $2,395 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 1 of this AGREEMENT, Corridor/Design Studies, at the rates stated in Attachment B, "Manday Fee Estimate".

B. Nothing will be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 2 of this AGREEMENT, Field Survey, at the rates stated in Attachment B, "Manday Fee Estimate".

C. Not more than $19,964 shall paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 3 of this AGREEMENT, Geotechnical Services, at the rates stated in Attachment B, "Manday Fee Estimate".

D. Nothing will be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 4 of this AGREEMENT, Preliminary Roadway and Bridge Plans, at the rates stated in Attachment B, "Manday Fee Estimate". *Task included in prior contract.*

E. Not more than $226,598 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 5 of this AGREEMENT, Roadway Plans, at the rates stated in Attachment B, "Manday Fee Estimate".

F. Not more than the total amount of $248,957 shall be paid to the CONSULTANT for all work performed and documented under this AGREEMENT, at the rates stated in Attachment B, "Manday Fee Estimate".

SECTION 2

A. Each SECTION under ARTICLE III represents an "Item of Value." SECTIONS 1, 2, 3 and 4 under ARTICLE III have the "Items of Value" shown as tasks with appropriate sub-tasks

under each SECTION. The STATE's "Guide for Developing Construction Plans" will be used in establishing "Items of Value" for ARTICLE III, SECTIONS 5 and 6, and partial payments to the CONSULTANT shall not exceed the "Item of Value" percentage, "being the percent of the total work to be accomplished" until the "Item of Value" has been completed by the CONSULTANT and accepted by the CITY.

B. Partial payments to the CONSULTANT will be made not more often than monthly. Such payments will be based on the amount earned to date of invoice but not to exceed the percentages stated in ARTICLE VI, SECTION 2.A. Payment will be subject to submission by the CONSULTANT of such vouchers or invoices, and such evidence of performance that the CITY may deem necessary. Invoices will be submitted to the CITY ENGINEER for review and approval. The CONSULTANT will be required to submit monthly progress reports regardless of whether or not an invoice is submitted and whether or not any work is performed during the month.

C. The CONSULTANT will correlate and coordinate the accounting of CONSULTANT to comply with the current audit system of the ALDOT and applicable Federal Acquisition Regulations.

D. The acceptance of the CONSULTANT of the final payment will constitute and operate as a release to the CITY of all claims and of any and all liability to the CONSULTANT, its representatives and assigns for all things done, furnished or relating to the services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part

thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

ARTICLE VII – INSURANCE REQUIREMENTS

The CONSULTANT shall take out and maintain during the life of the AGREEMENT, insurance with a company licensed and qualified to do business in the State of Alabama and certified by an agent licensed and qualified in the State of Alabama.

The following minimum amounts of insurance will be maintained for the duration of the AGREEMENT; however, coverage shall also conform to minimum requirements of Exhibit F, referred to later in this AGREEMENT.

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:

a. Bodily Injury by Accident $1,000,000 each accident

b. Bodily Injury by Disease $1,000,000 policy limit

c. Bodily Injury by Disease $1,000,000 each employee

3) Borrowed Servant / Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance

1) Comprehensive General Liability (occurrence form) including coverage for products / completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by the Contractor.

2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3) General Aggregate Limit shall apply on a “Per Project” Basis.

C. Automobile Liability

1) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess / Umbrella Liability Insurance

1) Providing following form coverage for Employer’s Liability, Comprehensive General Liability, and Automobile Liability.

2) Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Excess / Professional Liability

1) $100,000 for project from -0- to $1,000,000

2) Projects for more than $1,000,000 to be negotiated

ARTICLE VIII – INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

ARTICLE IX - PROHIBITION OF BOYCOTTING

By signing this contract, CONSULTANT 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.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

ARTICLE X – IMMIGRATION

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

ARTICLE XI – NON-DISCRIMINATION

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

ARTICLE XII - MISCELLANEOUS PROVISIONS

Exhibits A, C, D, E, F, G, H, H-1, I, K, L, M, N, X, Y, and Z attached hereto, are hereby made a part of the AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

ARTICLE XIII - SIGNATURE PAGES

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed in triplicate by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective and is subject to all the ARTICLES of this AGREEMENT:

CITY OF MOBILE, a Municipal Corporation

By:_____

William S. Stimpson, Mayor

Date:_____

Attest:_____

Lisa C. Lambert, City Clerk

Date:_____

Volkert, Inc.

By:_____

Drew T. Davis, Vice President

Date: 5/22/2023

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Drew T. Davis as Vice President of Volkert, 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 Volkert, Inc.

Sworn to and subscribed for me this 22 day of May 2023.

NOTARY PUBLIC My Commission Expires:

[SEAL]

CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

Federal-Aid Project:

State: ALABAMA .

County: MOBILE .

City: MOBILE .

CERTIFICATION OF CONSULTANT

I hereby certify that I am the VICE PRESIDENT duly authorized representative of the firm of Volkert Inc. whose address is 1110 Montlimar Drive, Suite 1050, Mobile, Alabama 36609 and that neither I nor the above firm I here represent has:

a) employed or retained from commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,

b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the City of Mobile, the Alabama Department of Transportation, the Federal Highway Administration, and the U.S. Department of

Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/22/2023 _____ _____

Date Signature

ATTACHMENT A - ASSUMPTIONS FOR CONTRACT

1. Only landscaping that will be installed will be solid sodding.
2. No irrigation will be included in this project.
3. The project will be a city let project with ALDOT oversight.

ATTACHMENT B – MANDAY FEE ESTIMATE

VOLKERT, INC.
MANPOWER AND FEE PROPOSAL

FOR

CITY OF MOBILE

PROJECT NO. 2023-2045-01

BROAD STREET PHASE IV - FINAL DESIGN

MOBILE COUNTY

FINAL PLAN DEVELOPMENT FOR BROAD STREET PHASE IV (DR. MARTIN LUTHER KING JR AVE FROM WEST OF THREE MILE CREEK TO BROAD ST)

May 12, 2023

Project No.	2023-2045-01
County	Mobile
Description	Broad St Phase IV
Scope of Work	Final Plans
Project Length	1.25 Miles
Consultant	Volkert, Inc.

GRAND TOTAL OF FEE PROPOSAL

Roadway Plans	$248,957
GRAND TOTAL FEE	**$248,957**

Combined overhead rate (%) >>>>>>>>>>>>>>>	149.21
Facilities Capital Cost of Money (if used) >>>>>>	0.491

LABOR RATES

Classification	Daily Rate
Project Manager	$580.00
Engineer	$479.00
Environmental	$472.00
Engineering Technician/CADD	$354.00
Environmental Technician	$354.00
Clerical	$266.00
PLS	$0.00
Survey Crew	$0.00

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.



Signed

5/12/2023
Date

Vice President
Position/Title

Form Revised 7-30-13

Project Number 2023-2045-01 **CPMS #**
County Mobile
Description Broad St Phase IV
Scope of work Final Plans
Length 1.25 miles

Consultant Volkert, Inc.

ROADWAY PLANS **SHEET TITLE**	NO OF SHEETS	**ESTIMATED MAN-DAYS**			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.15	0.15
INDEX SHEET	1.00	0.10	0.10	0.15	0.15
GEOMETRIC LAYOUT/SURVEY CONTROL	5.00		0.00	0.10	0.50
PROJECT NOTE SHEET (Project)	2.00	0.15	0.30	0.10	0.20
PROJECT NOTE SHEET (TCP)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (Signage)			0.00		0.00
PROJECT NOTE SHEET (Signals)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (ITS)			0.00		0.00
PROJECT NOTE SHEET (Lighting)			0.00		0.00
PROJECT NOTE SHEET (Traffic Loops)			0.00		0.00
STANDARD DRAWINGS SHEET	2.00	0.05	0.10	0.10	0.20
PLANS LEGEND & ABBREVIATIONS	1.00		0.00	0.05	0.05
TYPICAL SECTIONS					
Main Roadway	1.00	0.05	0.05	0.10	0.10
Cross Roads	1.00	0.05	0.05	0.10	0.10
Detour & Misc.	5.00	0.05	0.25	0.10	0.50
Ramps			0.00		0.00
Ditches			0.00		0.00
			0.00		0.00
SUMMARY SHEET					
Main Summary	4.00	0.05	0.20	0.15	0.60
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	1.00	0.10	0.10	0.05	0.05
Culvert Extension, New Culvert			0.00		0.00
Bridge Culvert Extension, New Bridge Culvert			0.00		0.00
Guardrail/End Anchors	1.00	0.25	0.25	0.10	0.10
Slope Paving (Under Bridges)			0.00		0.00
Side Drain Pipe			0.00		0.00
Signing	1.00	0.05	0.05	0.05	0.05
Base & Pavement	1.00	0.25	0.25	0.25	0.25
Bridge	1.00		0.00		0.00
Striping & Pavement Markings	1.00	0.10	0.10	0.05	0.05
Curb & Gutter	1.00	0.05	0.05	0.05	0.05
Bridge End Slabs			0.00		0.00
Roadway Lighting	1.00	0.25	0.25	0.25	0.25
Signals	1.00		0.00		0.00
ITS			0.00		0.00
Sidewalk	1.00	0.10	0.10	0.10	0.10
Slope Paving	1.00	0.05	0.05	0.05	0.05
Concrete Safety Barrier			0.00		0.00
Retaining Wall			0.00		0.00
Misc. Boxes	1.00	0.50	0.50	0.50	0.50

ROADWAY PLANS **SHEET TITLE**	NO OF SHEETS	**ESTIMATED MAN-DAYS**			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Erosion Control	1.00	0.10	0.10	0.10	0.10
Removal Items	2.00	0.10	0.20	0.10	0.20
Utility Relocation	1.00	0.10	0.10	0.10	0.10
			0.00		0.00
PLAN & PROFILE					
Main Roadway	15.00	0.40	6.00	0.40	6.00
Crossroads			0.00		0.00
Detours			0.00		0.00
Retaining Walls			0.00		0.00
DEMO SHEETS					
Main Roadway			0.00		0.00
Crossroads			0.00		0.00
Detours			0.00		0.00
Retaining Walls			0.00		0.00
			0.00		0.00
PAVING LAYOUT (includes striping)					
Main Roadway	15.00	0.25	3.75	0.25	3.75
Crossroads			0.00		0.00
Intersections			0.00		0.00
			0.00		0.00
INTERSECTIONS					
Geometrics	12.00	0.20	2.40	0.25	3.00
Ramps Profiles			0.00		0.00
Site Grading			0.00		0.00
Cross Sections			0.00		0.00
Signing			0.00		0.00
Ramp Gore Details			0.00		0.00
			0.00		0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.25	0.25	0.25	0.25
Summary & Items			0.00		0.00
Typical Section Sketches	1.00	0.25	0.25	0.50	0.50
Layout Sheets (signs, devices, shifts, etc.)	30.00	0.10	3.00	0.15	4.50
Special Drawings			0.00		0.00
			0.00		0.00
SIGNING					
Sign Layout	15.00	0.25	3.75	0.25	3.75
Sign X-Section			0.00		0.00
Sign Panel Details	2.00	0.50	1.00	0.50	1.00
Soils Data Sheets			0.00		0.00
			0.00		0.00
LANDSCAPING, IRRIGATION & SOILS					
Landscaping Plans			0.00		0.00
Irrigation Plans			0.00		0.00
Soils Plans			0.00		0.00
			0.00		0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	6.00	1.00	6.00	0.50	3.00
Traffic Counts (1 per site)			0.00		0.00

ROADWAY PLANS **SHEET TITLE**	NO OF SHEETS	**ESTIMATED MAN-DAYS**			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Signal Warrant Analysis (1 per site)			0.00		0.00
Soils Data Sheets (provided by ALDOT)			0.00		0.00
			0.00		0.00
ITS					
Systems Engineering			0.00		0.00
Special Study			0.00		0.00
Legend			0.00		0.00
Special Details			0.00		0.00
ITS Layouts			0.00		0.00
Optical Fiber Splice Charts			0.00		0.00
Fiber - Cable Routing Diagram			0.00		0.00
Specifications			0.00		0.00
Other Project Coordination			0.00		0.00
LIGHTING					
Plan Layout	15.00	0.25	3.75	0.50	7.50
Lighting Schedule	1.00	0.50	0.50	0.25	0.25
Demo Plans			0.00		0.00
Special Details	2.00	0.50	1.00	0.50	1.00
Soils & Passive Pressure			0.00		0.00
			0.00		0.00
UTILITY SHEETS					
Utility Locations (plan/profile)	15.00	0.25	3.75	0.50	7.50
Utility Coordination			15.00		0.00
			0.00		0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations			1.00		5.00
Hydraulic Data Sheet			0.00		0.00
Details	3.00	0.50	1.50	1.00	3.00
			0.00		0.00
SOIL SHEETS					
Soil Boring Logs	10.00	0.25	2.50	0.10	1.00
Soil Profile			0.00		0.00
			0.00		0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.25	0.25	0.25	0.25
Phased Sheets (Phase I)	15.00	0.10	1.50	0.10	1.50
Phased Sheets (Phase II)	15.00	0.10	1.50	0.10	1.50
Phased Sheets (Phase III)	15.00	0.10	1.50	0.10	1.50
CBMPP & NOI			2.00		1.00
			0.00		0.00
BRIDGE DETAILS					
Main Roadway			3.00		2.00
Crossroads			0.00		0.00
			0.00		0.00
ROADWAY CROSS SECTIONS					
Main Roadway	40.00	0.25	10.00	0.15	6.00
Crossroads			0.00		0.00
Earthwork Balancing			0.00		0.00
			0.00		0.00
ENVIRONMENTAL					
Letter Re-Evaluation			5.00		0.00
			0.00		0.00
REVIEW COMMENTS					
30% Plan Review			1.00		4.00
Plan-In-Hand Plan Review			1.00		3.00
PS&E Plan Review			1.00		2.00
OE Submittal			0.25		0.25
Public Involvement			5.00		5.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Cost Estimates			2.00		2.00
Construction Bidding			3.00		2.00
SUB-TOTAL	270.00		96.85		87.60
10% Supervision			9.69		
TOTALS	**270.00**		**96.85**		**87.60**

Project No.	2023-2045-01
County	Mobile
Description	Broad St Phase IV
Scope of Work	Final Plans
Project Length	1.25 Miles
Consultant	Volkert, Inc.

Fee Proposal (Roadway Plans)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	9.69	$ 580.00	$ 5,620.20
Engineer	96.85	$ 479.00	$ 46,391.15
Engineering Technician/CADD	87.60	$ 354.00	$ 31,010.40
Clerical	0.00	$ 266.00	$ -
	Total Direct Labor		$ 83,021.75
Combined Overhead (%)	149.21		$ 123,876.75
Out-of-Pocket Expenses**			$ -
		Sub-Total	**$ 206,898.50**
Operating Margin (10%)			$ 20,689.85
		Sub-Total	**$ 227,588.35**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Geotechnical Fee			$ 19,964.00
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ 998.20
		Sub-Total	**$ 248,550.55**
Facilities Capital Cost of Money (% of Direct Labor)	0.49		$ 406.81
		TOTAL FEE	**$ 248,957.36**

**See Grand Total Fee sheet

Form Revised 1-3-13

Project No. 2023-2045-01
County Mobile
Description Broad St Phase IV
Scope of Work Final Plans
Project Length 1.25 Miles

Consultant Volkert, Inc.

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
	0	0	$0.655	$ -
	0	0	$0.655	$ -
	0	0	$0.655	$ -
	0	0	$0.655	$ -
			Total Mileage Cost	**$ -**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ -**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total
	$ -

Total Out-of-pocket Expenses **$ -**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 1-3-13

Project No.	2023-2045-01
County	Mobile
Description	Broad St Phase IV
Scope of Work	Final Plans
Project Length	1.25 Miles
Consultant	Volkert, Inc.

PROJECT SCOPE

Volkert Scope
Prepare Broad St Phase IV Final Plans for the City of Mobile.
Final plans will include pavement resurfacing & restriping, pedestrian lighting, upgraded signals, and in-kind replacement of c&g, sidewalk and inlets (as needed).

ALDOT Scope
Plan review and project oversight.

Assumptions
Only landscaping that will be installed will be solid sodding.
No irrigation is included in this proposal.
The project will be a city let project.

May 12, 2023

4000 Meadow Lake Drive
Suite 121
Birmingham, AL 35242
+1 (205) 733-7600

wsp.com

TRANSMITTED VIA EMAIL

Mr. Drew Davis, P.E.
Vice President, East Gulf Region
Alabama Design Manger
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Telephone No.: (251) 342-1070 (ext. 1292)
Email: drew.davis@volkert.com

Subject: **Proposal for Geotechnical Exploration and Engineering Services**
Dr. Martin Luther King Jr Avenue from Butchers Lane to Beauregard Street (SR-16)
Phase IV
Station 33+63.36 (DR. MLK JR AVE) to Station 99+24.78 (DR. MLK JR AVE)
Mobile, Mobile County
WSP Proposal Number No. PROP23BIRM-028 (Rev A)

Mr. Davis,

WSP USA Environment & Infrastructure, Inc. (WSP USA, f/k/a Wood Environment & Infrastructure Solutions, Inc.) is pleased to submit this proposal to provide geotechnical explorations and engineering services for the subject project. WSP issued a Draft Soil Survey and Materials Report on February 23, 2018, for the proposed project along Broad Street in Mobile, Mobile County. Our services in 2017 and 2018 were performed directly for ALDOT on the behalf of the City of Mobile and we understand from Mr. Davis that WSP's proposed services stated in the scope of services section of this proposal will be performed directly for Volkert, Inc. (Volkert) on the behalf of the City of Mobile. Mr. Davis indicated that Volkert would like for WSP to finalize the pavement design that was included in the Draft version of the report for the same section of the roadway, and perform soil drilling for the proposed six signalized intersections along Dr. Martin Luther King Jr Avenue section of the project.

PROJECT INFORMATION

We understand from Mr. Drew Davis at Volkert that the City of Mobile has engaged and tasked Volkert to finalize Phase 4 of the four phases of the Broad Street modification project in Mobile, Mobile County. Mr. Davis has provided the Bluebeam sketches of the proposed Broad Street Phase 4 project. We understand that ALDOT will review WSP's project deliverables and provide comments.

Mr. Davis also indicated that the existing width of Dr Martin Luther King Jr Avenue from Beauregard Street to Three Mile Creek Bridge will remain unchanged, the design will call for restripe to show less vehicular lanes with bike lanes and on-street parking. We also understand there will be six signalized intersections along Dr Martin Luther King Jr Avenue. Volkert will provide the structural information for the proposed poles that will be installed at the six signalized intersections.

Mr. Davis indicated that Volkert would like WSP to update the pavement design using the Traffic data for Dr Martin Luther King, Jr. Avenue that is available at the Alabama Department of Transportation (ALDOT) website - https://aldotgis.dot.state.al.us/TDMPublic/.

WSP has performed preliminary geotechnical services for the Dr. Martin Luther King Jr Avenue from Butchers Lane to Beauregard Street (SR-16) Phase IV project and our findings and recommendations were included in the preliminary geotechnical exploration report dated February 23, 2018.

SCOPE OF WORK

Our proposed scope of services for this task are:

1) Boring and Field Resistivity Layout and Clearance: Boring locations will be staked in the field by a WSP professional using handheld GPS equipment. Once the boring locations are laid out/staked, WSP will contract an Alabama One Call to locate the underground utilities at the proposed test locations. We do not propose to pre-drill the boring locations by hand; although, we can provide this additional service at a cost of $200 per boring if EVS personnel indicate that the utilities may be in the vicinity, but their locations are not known. Locations may be offset for access or utility conflicts.

2) Drilling: SPT soil borings for the six signalized intersections along Dr Martin Luther King Jr Avenue section of the project will be advanced to 30 feet deep. One test boring will be advanced per intersection. Fieldwork will be directed, and samples logged on-site by a WSP professional. The borings at the proposed locations will be extended to 30 feet deep below existing ground surface or refusal to soil-drilling methods, whichever is shallower. The borings will be advanced utilizing a four-wheel drive drill rig. A total drilling footage of 180 feet is proposed. Standard penetration tests (SPT) will be performed in the borings as they are advanced in accordance with ASTM D1586. Split spoon samples will be obtained at 2.5-foot intervals in the upper 10 feet of each of the test boring and at 5-foot intervals thereafter.

3) The ground surface elevations will be referenced to an onsite benchmark provided by Volkert. We have assumed the following in preparing this proposal: (1) location of the boring will be accessible to a four-wheel drive drill rig, (2) no hazardous materials will be encountered during drilling operations; and (3) Level D personnel protective equipment (hard hat, safety glasses, safety vests, and work boots) will be sufficient.

   We will make time-of-boring groundwater readings in our boring where possible. We do not intend on installing temporary piezometers at the test location. Also, due to the lack of any proposed appreciable excavations, we do not anticipate the need for a permanent groundwater observation well.

   At the conclusion of the drilling activities, each of the test borings will be backfilled with auger spoils.

We note that testing for possible contaminants in the soil and groundwater is not included in the proposed scope of services outlined above. Should indications of contaminants be observed by WSP field personnel, we will cease drilling and contact the Volkert for further directions.

We intend to include the following services in the subject project phase:

- Review geotechnical data and recommendations provided in previous draft reports for the project;

- Field classification of soil samples and water table readings; and
- Limited laboratory testing of soil samples.

Upon completion of the field exploration and laboratory testing of soil samples, we will perform our analyses and produce a report summarizing our findings and our recommendations. The report will include the following items:

- A summary of the field exploration activities performed;
- Description of the conditions encountered in the borings and their relation to other nearby data available for the site;
- Interpreted profile for the site generally (and for specific areas of the site, where applicable) based on the conditions encountered in the current and past explorations;
- Provide generalized soil parameters for signal poles such as approximate moist unit weight (pcf), friction angle in degrees, Cohesion (C) in (psf) and Soil Modulus (k) in pci;
- Recommendations for proposed poles foundations (including the recommended type(s) of foundation and the load support capacities, soil bearing capacity, and typical estimated settlement for these general foundation types);
- Update the pavement design for Dr Martin Luther King Jr Avenue.

ASSUMPTIONS

- WSP will use subcontractor drilling services.
- All boring locations are accessible to a four-wheel drive drill rig. If mobilization of additional/alternative drilling equipment is required, (for reasons not caused by WSP), additional mobilization of the drill equipment/crew and an additional site trip by our engineer will be added to the project budget.
- The cost for any ground, vegetation, sidewalk, or pavement repair/replacement due to the operation of drilling equipment is not included as part of the scope of this proposal.
- The time window provided to WSP for completing the assigned field work shown in the scope of services will allow the field work to be completed during normal workday hours. Weekend or night work will incur surcharges and will be dependent on the nature and length of weekend/night work.
- All arrangements regarding site access, and the clearing of surface obstructions from the area of explorations and field work area (if required) will be made by Client before and during the drilling activities.
- WSP is not responsible for maintaining utility marks, or for re-marking moved, altered, or obliterated utility marks. If utility marks are destroyed, and Client wishes WSP or their subcontractors to remark utilities, WSP will impose additional fees to remobilize to the site.
- WSP will submit draft and final reports in electronic *.pdf format.

- The proposed budget does not account for potential delays caused by adverse or severe weather conditions. Any significant weather delays including heavy rainfall or flooding that may occur during field work may require a change of scope/budget/schedule.
- Cost assumes unimpeded site access for the duration of the fieldwork.
- Any activities that are not explicitly stated as part of the scope of work are excluded from the proposal.
- A health and safety plan will be created for use during the proposed fieldwork.
- This proposal is good for 30 days.
- WSP has no liability for any errors arising from incorrect or incomplete information supplied by the Client.

SCHEDULE

We anticipate that drilling can be performed within 3 to 4 weeks of notice to proceed from Volkert, and that a report can be issued by WSP within 3 to 4 weeks of the completion of drilling. Therefore, we estimate that a report can be issued to Volkert within 7 to 8 weeks of notice to proceed.

ESTIMATED BUDGET

We propose to provide the outlined services on a time and materials basis in accordance with the fee schedule provided below in Table 1. Our estimated budget is **$19,964**.

Table 1: Fee Schedule

Classification	Rate/Hour
Principal Engineer	$245
Associate Engineer	$185
Senior Engineer	$145
Technical Professional II	$115
Technical Professional I	$110
Administrative	$75
Markup on subs/expenses	10%

Table 2: Cost Estimate Breakdown

Task	Cost Estimate
Field and Lab Services	$14,204
Engineering Services - WSP	$5,760
Total	**$19,964**

AUTHROIZATION

To authorize us to proceed with the proposed geotechnical services, please execute the enclosed Services Agreement – Time and Material Sheets and return the copy to us. Any exceptions to this proposal and special requirements not covered in the proposal should be listed on the authorizing document.

WSP appreciates the opportunity to continue to work with to work with Volkert, Inc. on this project. If you have any questions regarding this proposal, please contact Medhat Abdalla at or 205-980-6402.

Sincerely,
WSP USA – EARTH & ENVIRONMENT

Medhat M. Abdalla, P.E.
Associate Engineer/Associate Project Manager

Brian D. Owens, P.E.
Infrastructure SL Lead

Attachments: Services Agreement – Time and Material Sheets
GBA Information Sheet

Attachments:

SERVICES AGREEMENT
(Time and Materials)

THIS AGREEMENT (the "Agreement"), effective this 12th day of May 2023, is made by and between WSP USA Environment & Infrastructure Solutions, Inc., a Nevada corporation, with an address at 4000 Meadow Lake Drive, Suite 121, Birmingham, Alabama 35242 ("WSP USA") and Volkert, Inc. (Volkert), a consulting firm, with an address at 1110 Montlimar Drive, Suite 1050 Mobile, Alabama 36609 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SCOPE OF SERVICES: This Agreement sets forth the terms and conditions pursuant to which WSP USA will provide CLIENT services (the "Services") as described in its proposal, dated May 12th, 2023, attached as Exhibit 1 ("Proposal"). PROP23BIRM-028 (Rev A) dated May 12th, 2023.

2. COMPENSATION: WSP USA will be compensated in US dollars for its Services on a time-and-materials basis.

WSP USA shall be reimbursed for all hours worked, all applicable taxes, and other costs incurred at the rates and terms set forth on Exhibit 1. Should the total cost of WSP USA's performance der be greater than the estimated amount, WSP USA will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

In addition to the amount payable for services, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. If Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate WSP USA for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on WSP USA, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by WSP USA in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to WSP USA at the address specified on WSP USA's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP USA of that fact in writing within ten (10) days from the date of receipt of WSP USA's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by WSP USA. WSP USA may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) WSP USA reasonably believes that CLIENT will be unable to pay WSP USA in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until WSP USA has been paid in full for all balances past due including applicable service charges and CLIENT provides WSP USA with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

The rates stated in the Proposal or included in Exhibit 1 shall be the basis for determining WSP USA's compensation for any Services. After January 1 of each subsequent calendar year, the rates may be increased by WSP USA up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. WSP USA shall provide CLIENT with thirty (30) days advance notice of any change in rates.

3. STANDARD OF CARE: WSP USA will perform the Scope of Services specified utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP USA's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. INDEPENDENT CONTRACTOR: WSP USA shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP USA shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by WSP USA and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

5. INSURANCE: WSP USA will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of WSP USA, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should WSP USA encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP USA shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP USA's reasonable opinion, the conditions cause an increase or decrease in WSP USA's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP USA's compensation, schedule, or both. In the event no Change Order is agreed to, WSP USA reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

7. FORCE MAJEURE: Should performance of Services by WSP USA be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by WSP USA; earthquakes; fires; floods; labor disturbances; epidemics; and unusually severe weather. WSP USA will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by WSP USA.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to WSP USA by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that WSP USA may retain one (1) copy of all such documents All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP USA under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with WSP USA.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, WSP USA and (d) will reflect WSP USA's findings as to conditions that existed only at the time the Services were performed; (ii) WSP USA (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, WSP USA and (b) may rely on all of the information and data provided by CLIENT to WSP USA being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign WSP USA's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by WSP USA will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless WSP USA from and against all liabilities asserted against, or incurred by, WSP USA related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify WSP USA.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide WSP USA all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall

immediately transmit to WSP USA any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with WSP USA; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save WSP USA harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that WSP USA is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless WSP USA from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by WSP USA for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP USA's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP USA will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP USA in connection with its work.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT If the samples or wastes resulting from the Services contain any contaminants, WSP USA, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will WSP USA assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

12. LIMITATION OF LIABILITY: As part of the consideration WSP USA requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against WSP USA by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against WSP USA or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of WSP USA's standard of care hereunder shall be to require WSP USA to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP USA TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WSP USA IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP USA BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP USA OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WSP USA IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP USA would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by WSP USA, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP USA's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless WSP USA, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP USA performing the Services in accordance with the Standard of Care.

WSP USA and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either WSP USA or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which WSP USA shall be liable are limited to that proportion of such damages which is attributable to WSP USA's percentage of fault subject to the other limitations herein.

13. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other, except that WSP USA may assign its interest in the Agreement to related or affiliated companies of WSP USA or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, WSP USA will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. WSP USA shall retain responsibility in accordance with this Agreement for all services performed.

14. COST ESTIMATES: If included in the Services, WSP USA will provide cost estimates based upon WSP USA's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP USA's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

15. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, WSP USA and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of WSP USA and CLIENT. If such negotiations are unsuccessful, WSP USA and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled though mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the WSP USA office entering into this Agreement. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

16. **TERM AND TERMINATION:** The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. WSP USA may terminate this Agreement immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to the Services provided prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled.

CLIENT shall compensate WSP USA for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by WSP USA in effecting the termination, including non-cancelable commitments and demobilization costs.

17. NOTICE: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

18. CONFIDENTIALITY: Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the Agreement, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

19. WAIVER: The failure of either WSP USA or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by WSP USA or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

20. SEVERABILITY AND HEADINGS: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

21. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the WSP USA office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

22. NONDISCRIMINATION AND AFFIRMATIVE ACTION: WSP USA agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, WSP USA agrees that its facilities are not segregated.

23. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by WSP USA. The presence of WSP USA's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP USA's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP USA is not responsible for safety or security at a site, other than for WSP USA's employees, and that WSP USA does not have the contractual duty or legal right to stop the work of others.

24. AUTHORIZATION TO SIGN: The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit WSP USA's services are rendered.

25. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

26. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of WSP USA and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by WSP USA and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP USA be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by WSP USA. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure WSP USA services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and WSP USA have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT		**WSP USA Environment & Infrastructure Solutions, Inc.**	
By:	_____	By:	_____
Name:	_____	Name:	Medhat M. Abdalla
Title:	_____	Title:	Associate Engineer

Proposal
Proposal # PROP23BIRM-028 (Rev A) dated May 12th, 2023.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy*. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations*. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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ATTACHMENT C – INSURANCE CERTIFICATE

Client#: 238001 VOLKINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sharon Brubaker	
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.756.6599	FAX (A/C, No):
	E-MAIL ADDRESS: greylingcerts@greyling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co.	19445
INSURER B : Everest National Insurance Company	10120
INSURER C : Evanston Insurance Company	35378
INSURER D : New Hampshire Insurance Company	23841
INSURER E : Allied World Surplus Lines Insurance Co	24319
INSURER F :	

INSURED
Volkert, Inc.
11 N. Water Street, Suite 18290
Mobile, AL 36602

COVERAGES **CERTIFICATE NUMBER: 23-24** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			9894987	04/01/2023	04/01/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			2970073	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			XC3CU00031231	04/01/2023	04/01/2024	EACH OCCURRENCE	$10,000,000
C	X EXCESS LIAB CLAIMS-MADE			MKLV2EUE101592	04/01/2023	04/01/2024	AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		80878262	04/01/2023	04/01/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liab incl Poll. Liab.			03129811	07/28/2022	07/28/2023	Per Claim $2,000,000 Aggregate $2,000,000	

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

Project: Broad Street Phase IV. Volkert project# 0543807.000.

City of Mobile, its officials, agents, representatives, and employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile, AL 36602-0000

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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ATTACHMENT D – E-VERIFY AFFIDAVIT OF VENDOR/CONTRACTOR

Company ID Number: 105558

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Volkert & Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 105558

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Volkert & Associates, Inc.**

Company Facility Address: **3809 Moffett Rd**
Mobile, AL 36618

Company Alternate Address: **P.O. Box 7434**
Mobile, AL 36670

County or Parish: **MOBILE**

Employer Identification Number: **630247014**

North American Industry Classification Systems Code: **541**

Parent Company: **Volkert & Associates, Inc.**

Number of Employees: **500 to 999**

Number of Sites Verified for: **24**

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

- MISSOURI 1 site(s)
- ALABAMA 6 site(s)
- FLORIDA 6 site(s)
- VIRGINIA 1 site(s)
- GEORGIA 2 site(s)
- ILLINOIS 1 site(s)
- TENNESSEE 2 site(s)
- NORTH CAROLINA 1 site(s)
- MISSISSIPPI 2 site(s)
- LOUISIANA 2 site(s)

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

Name: **Holly W Gibney**

Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Volkert & Associates, Inc.

Holly Gibney	HR Mgr
Name (Please type or print)	Title
Electronically Signed 	**03/07/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

DBE Utilization Report

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached to this memo is a recreational easement between the City of Mobile and The Mobile Infirmary Association to provide future access to the Three Mile Creek Greenway Trail. The associated recreational easement will allow the City to construct a portion of the trail connecting Tricentennial Park to the trailhead, where Dr. Martin Luther King Avenue intersects Three Mile Creek. The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches, and commercial areas. This easement continues the current efforts of constructing this ADA compliant biking and pedestrian path along Three Mile Creek.

Amount of Contract:

N/A

Effective Date of Contract:

5/23/2023

Funding Source

Project # N/A **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

Cover Letter	Cover Memo	5/22/2023
Resolution	Resolution Letter	5/22/2023
Easement Document	Backup Material	5/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/22/2023 - 11:56 AM
Legal	Kern, Chris	Approved	5/23/2023 - 12:42 PM
Mayors Office	Montgomery, Brandi	Approved	5/25/2023 - 2:33 PM

May 23, 2023

Dear Councilmembers:

Attached to this memo is a recreational easement between the City of Mobile and The Mobile Infirmary Association to provide future access to the Three Mile Creek Greenway Trail. The associated recreational easement will allow the City to construct a portion of the trail connecting Tricentennial Park to the trailhead, where Dr. Martin Luther King Avenue intersects Three Mile Creek.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches, and commercial areas. This easement continues the current efforts of constructing this ADA compliant biking and pedestrian path along Three Mile Creek.

We look forward to continued communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts a Deed for Easement from The Mobile Infirmary Association as needed for the Three Mile Creek Greenway Trail.

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

Adopted:

_____

City Clerk

EASEMENT FOR RECREATIONAL PURPOSE

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **Mobile Infirmary Association** (herein referred to as "GRANTOR") for and in consideration of the amount of One and No/100 ($1.00) Dollar, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "GRANTEE"), receipt of which is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, does HEREBY, GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the GRANTEE, its successors and assigns, exclusively and perpetually, full and free right, liberty and authority to enter upon and to construct, operate and maintain for public active or passive use, a greenway, recreational trail, park, or other such recreational improvements as deemed necessary and appropriate by GRANTEE, including but not limited to paving, signage, benches, restroom facilities, bicycle racks and wastebaskets, over, under and across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN ON "EXHIBIT B"

It is understood between the parties that the rights in and to the above-described property which GRANTOR is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. It is understood by the parties that both GRANTOR and GRANTEE fall within the provisions and protections of Alabama Code Sections 35-15-1 et seq and 35-15-20 et seq.

TO HAVE AND TO HOLD, the said easement unto GRANTEE, its successors and assigns, for so long as GRANTEE, its successors and assigns, shall continue to use the easement for such purposes.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the 18th day of May, 2023.

GRANTOR
Mobile Infirmary Association

By_____
D. Mark Nix
President and CEO

ATTEST:

By: _____

Its': ASST. SECRETARY

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Mark Nix and SCOTT BROWNING whose name as President and CEO and whose name as ASSISTANT SECRETARY respectively, of the Mobile Infirmary Association are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that they, as such officers and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 18th day of May, 2023.

LORI H. QUIMBY
NOTARY PUBLIC
STATE OF ALABAMA

Lori H. Quimby
Notary Public, State of Alabama
My Commission Expires: 5/9/2027

Grantor:
Mobile Infirmary Assoc.
5 Infirmary Circle
Mobile, AL 36607

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

Easement Segment 7-Tract 1
Mobile Greenway Initiative

State of Alabama
County of Mobile

Beginning at the "reference iron" capped rebar (CA0085LS) located at the south end of the east property line of Lot 3, Boltz Lane Subdivision, as recorded in Map Book 83, Page 91 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 47°-45'-24" West a distance of 91.61 feet; thence run South 33°-58'-06" West a distance of 100.60 feet; thence run South 34°-10'-55" West a distance of 60.45 feet to the west line of said Lot 3; thence run North 20°-03'-16" West along said west line a distance of 56.80 feet to a capped rebar (CA0085LS); thence run North 30°51'-27" East a distance of 189.74 feet; thence run North 45°-10'-31" East a distance of 74.96 feet to the east line of said Lot 3; thence run South 20°-01'-17" East along said east line a distance of 78.81 feet to the Point of Beginning. The described parcel contains 0.34 acre, more or less.

THIS IS NOT A BOUNDARY SURVEY

LINE	BEARING	DISTANCE
L1	S47°45'24"W	91.61'
L2	S33°58'06"W	100.60'
L3	S34°10'55"W	60.45'
L4	N20°03'16"W	56.80'
L5	N30°51'27"E	189.74'
L6	N45°10'31"E	74.96'
L7	S20°01'17"E	78.81'

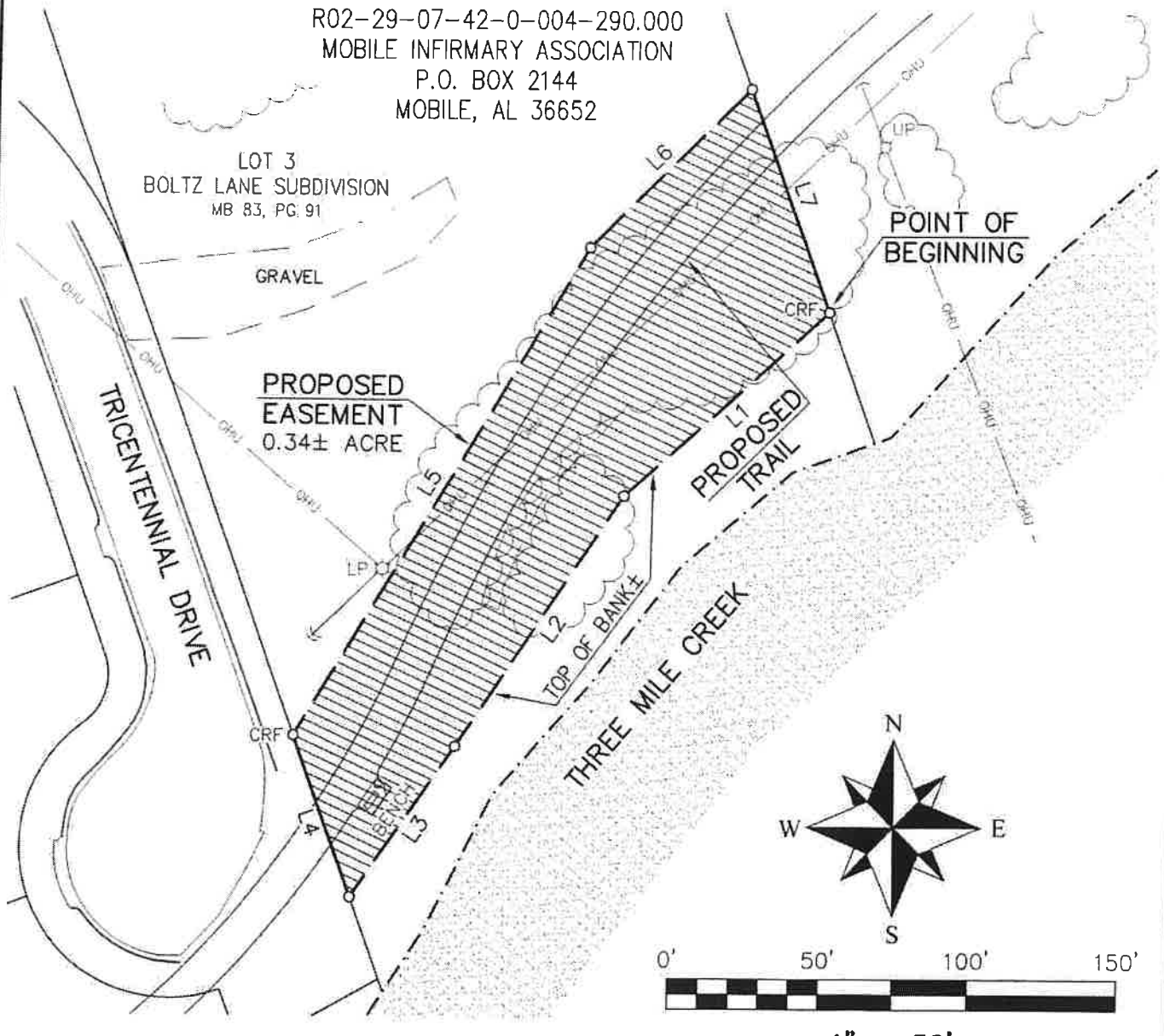
LEGEND

CRF — CAPPED REBAR FOUND (CA0085LS)

OHU — OVERHEAD UTILITY LINE

UP — UTILITY POLE

TREE LINE



EASEMENT 7N-1
MOBILE GREENWAY INITIATIVE
THREE MILE CREEK TRAIL, 2018 CIP

SEPTEMBER 9, 2022

EXHIBIT B

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	6/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/1/2023 - 8:51 AM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that pursuant to the provisions of Section 11-46-22, Code of Alabama, 1975, as amended, the places at which voting will be conducted in the Special Municipal Election to be held on Tuesday, July 25, 2023, are hereby established to comply with the Notice of Election given by the Mayor on April 11, 2023, which said Notice of Election is in form as follows:

NOTICE OF ELECTION OF MUNICIPAL OFFICER

Notice is hereby given that on Tuesday, July 25, 2023, an election for the purpose of electing a Councilmember for Council District Number 6, as pursuant to duly enacted law or ordinance, or any or all of the officers, are to be elected at the election for the City of Mobile, Alabama, will be held, and that all registered and qualified electors of the state, who reside within the corporate limits of Mobile, Alabama, and have resided therein for 30 days or more immediately preceding the date of the election, and who are qualified to vote in the county precinct which embraces and covers that part of the corporate limits of the City of Mobile, Alabama, in which the elector resides, will be authorized to participate in the election.

The polls will be opened from 7:00 a.m. to 7:00 p.m. at the following locations:

WARD NO.	VOTING CENTER
6-1	Volunteers of America, 1204 Hillcrest Road
6-2	Our Savior Catholic Church, 1801 Cody Road South
6-3	Connie Hudson Mobile Regional Senior Community Center 3201 Hillcrest Road
6-4	Corpus Christi Catholic Church, 6300 McKenna Drive

If necessary, a run-off election will be held on Tuesday, August 22, 2023, from 7:00 a.m. to 7:00 p.m. at the same locations.

Any qualified elector who will have resided within the municipality, or if the municipality is districted, within the district from which he or she seeks election, for a period of at least 90 days on election day may qualify to run for office by filing the appropriate forms and paying any appropriate fees, as otherwise provided by law.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/6/2023

Funding Source

Project # 368 Dunbar Street - ME-014-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 368 Dunbar Street	Cover Memo	5/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	6/1/2023 - 8:58 AM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **368 DUNBAR STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **368 DUNBAR STREET** described as:

LOT 19 BLK 1 CARVER CT MBK 4 P 239 #SEC 25 T4S R1W #MP29 07 25 0 003

Parcel Number: 29 07 25 0 003 151

Last Assessed to: FAIRLEY ELBERT L & BARBARA W

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

May 30, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 6, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **368 DUNBAR STREET.** OWNED BY OR MAY HAVE AN INTEREST: **FAIRLEY ELBERT L & BARBARA W** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 003 151
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

368 DUNBAR ST

Property Details

PARCEL KEYX	00805445	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	~~N~~ Y	WALL COMPROMISED	~~N~~ Y (Interior Walls)
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-12	COMMENTS	

Property Score

SCORE ~~38~~ 58

SCORE DISCRIPTION Review Committee

Notes

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-23-23

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 04/04/2023

Property Address: 368 Dunbar Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


NOTICE
2023/05/30


MAY 30 2023


MAY 30 2023


MAY 30 2023


MAY 30 2023


MAY 30 2023


MAY 30 2023


MAY 30 2023

Affidavit of Mailed Notice

May 30, 2023

State of Alabama
County of Mobile

Subject Property – 368 Dunbar Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Barbara Jean Washington Fairley
Armon Lamar Washington
6020 Scottsdale Drive Unit 5
Mobile, AL 36618-3092

April 12, 2023

RE: **368 Dunbar Street**
Project Number: ME-180-22

Dear Armon Lamar Washington:

On April 4, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 368 Dunbar Street.

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

LOT 19 BLK 1 CARVER CT MBK 4 P 239 #SEC 25 T4S R1W #MP29 07 25 0 003

Parcel Number: 29 07 25 0 003 151

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **May 27, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 27, 2023,** provide the Code Official with a work plan to accomplish the repairs by **May 27, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 27, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on June 6, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 368 Dunbar Street Date: February 6, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 6, 2023

Per the Title Report, the owners are: Heirs of Barbara Jean Washington Fairley DOD 9-23-2009

Note: Two Stepchildren, Cathy Fairley, and Edward Fairley, mentioned in obituary could not be found.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Armon Lamar Washington 6020 Scottsdale Dr Unit 5 Mobile AL 36618-3092	Heir/Son of Barbara Jean Washington Fairley DOD 9-23-2009 Phone number 251-457-2082
2	Eleanor Michelle Fairley 3610 Ranchwood Rd Orlando FL 32808-2334	Heir/Daughter of Barbara Jean Washington Fairley DOD 9-23-2009 Phone number 321-276-2196
3	Wanda Fairley Johnson 3610 Ranchwood Rd Orlando FL 32808-2334	Heir/Son of Barbara Jean Washington Fairley DOD 9-23-2009 Phone number 407-970-3679
4	Owner 368 Dunbar St Mobile AL 36603-5026	Subject Address

TAX STATUS: CURRENT 2023 PAID

5	Nedra Boykin 1214 Neely Ave Mobile LA 36610-3721	Payee of taxes from 2018-2023 (also sister of deceased) Phone number 251-457-2082

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/6/2023

Funding Source

Project # 515 Yukers Street - ME-017-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 515 Yukers Street	Cover Memo	5/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	6/1/2023 - 8:55 AM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **515 YUKERS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **515 YUKERS STREET** described as:

LOT 8 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel Number: 29 02 44 0 022 379.004

Last Assessed to: STEPHENS GEORGE E & JOYCE S

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

May 30, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 6, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **515 YUKERS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **STEPHENS GEORGE E & JOYCE S** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 022 379.004
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

515 YUKERS ST

Property Details

PARCEL KEYX	02829470	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	~~N~~ Y	WALL COMPROMISED	~~N~~ Y Exterior Walls
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-06	COMMENTS	

Property Score

SCORE ~~42~~ 62

SCORE DISCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-23-23

Motion 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 04/04/2023

Property Address: 515 Yukers Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


NOTIC
MAY 10 2023


MAY 30 2023


MAY 30 2023


MAY 30 2023


MAY 30 2023


MAY 30 2023


MAY 30 2023


MAY 30 2025

Affidavit of Mailed Notice

May 30, 2023

State of Alabama
County of Mobile

Subject Property – 515 Yukers Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

George and Joyce Stephens
5932 Heatherwood Court Unit 3
Mobile, AL 36618-3010

April 12, 2023

RE: **515 Yukers Street**
Project Number: ME-017-23

Dear George and Joyce Stephens:

On April 4, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 515 Yukers Street.

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

LOT 8 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel Number: 29 02 44 0 022 379.004

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **May 27, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 27, 2023,** provide the Code Official with a work plan to accomplish the repairs by **May 27, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 27, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on June 6, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **515 Yukers Street** Date: February 23, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 7, 2023

Per the Title Report, the owner is: George E. Stephens and Joyce S. Stephens

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	George and Joyce Stephens 5932 Heatherwood Ct Unit 3 Mobile AL 36618-3010	Owners Phone number 770-337-3663 Phone number 251-533-2335
2	Owners 515 Yukers St Mobile AL 36617-3871	Subject Address

TAX STATUS: 2022 Taxes Paid

Parties with recorded liens per Title Report: None

Open Mortgages: None

Lis Pendens: None

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

SCOTT PROVINCE, DEPUTY COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE PURCHASE OF AN 8'X12' ENCLOSED CARGO TRAILER TO BE USED TO TRANSPORT EQUIPMENT TO AND FROM FOOTBALL GAMES, SCHOOL PERFORMANCES, AND COMMUNITY OUTREACH DURING THE REGULAR SCHOOL YEAR AND SUMMER PERFORMANCES.

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-02/10041020-42140 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - L.B. WILLIAMSON HIGH SCHOOL	Cover Memo	5/31/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/31/2023 - 12:45 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,500.00** to L.B. Williamson High School, from his discretionary funds*; and

WHEREAS, *L.B. Williamson High School,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *L.B. Williamson High School will be used to assist with the purchase of an 8'x12' enclosed cargo trailer to be used to transport equipment to and from football games, school performances, and community outreach during the regular school year and summer performances,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to L.B. Williamson High School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

SCOTT PROVINCE, DEPUTY COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST *WITH MOB MUSIC FESTIVAL ON JULY 14TH-16TH, 2023, THE ALABAMA HIP HOP COMMUNITY TOUR ON JULY 17TH-22ND, 2023, AND THE OPPORTUNITY DAY SCHOOL TOUR WITH MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS) MENTAL HEALTH FAIR, TALENT SHOWCASE, AND RESOURCE EVENTS DURING THE 2023-2024 SCHOOL YEAR*

Amount of Contract:

$500.00

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
RESOLUTION - OPPORTUNITY 4 ENTERTAINERS & PERFORMING ARTS	Cover Memo	5/31/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/31/2023 - 12:50 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$500.00** to Opportunity 4 Entertainers & Performing Arts, from her discretionary funds*; and

WHEREAS, *Opportunity 4 Entertainers & Performing Arts,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Opportunity 4 Entertainers & Performing Arts*, will be used to assist with MOB Music Festival on July 14th-16th, 2023, the Alabama Hip Hop Community Tour on July 17th-22nd, 2023, and the Opportunity Day School Tour with Mobile County Public School System (MCPSS) Mental Health Fair, Talent Showcase, and Resource Events during the 2023-2024 School Year*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$500.00** to Opportunity 4 Entertainers & Performing Arts, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

SCOTT PROVINCE, DEPUTY COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 60TH ANNIVERSARY CELEBRATION CELEBRATION ON OCTOBER 24, 2023, BY SUPPORTING ONE WORK IN THE FIRST INSTALLMENT OF DECADES, WHICH WILL DEBUT JUNE 15, 2023.

Amount of Contract:

$500.00

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
RESOLUTION - THE MOBILE MUSEUM OF ART, INC.	Cover Memo	5/31/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/31/2023 - 1:02 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$500.00** to The Mobile Museum of Art, Inc., from her discretionary funds*; and

WHEREAS, *Mobile Museum of Art, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Museum of Art*, Inc., will be used to assist with the 60th anniversary celebration on October 24, 2023, by supporting one work in the first installment of DECADES, which will debut on June 15, 2023*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$500.00** to Mobile Museum of Art, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Aviate Enterprises Inc for a Karcher B 300 R ride-on floor sweeper/scrubber for Convention Center.
CIP Equipment.

Amount of Contract:

$79,427.88

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230526 Aviate Agenda Package POs	Cover Memo	6/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/1/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 6 June 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Aviate Enterprises, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Aviate Enterprises Inc for a Karcher B 300 R ride-on floor sweeper/scrubber for Convention Center.
CIP Equipment.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $79,427.88

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: GSA contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9327	2023	(F6080) CONVENTION CENTER	KARCHER B 300 R RIDE-ON FLOOR SWEEPER/SCRUBBER FOR CONVENTION CENTER (GSA CONTRACT)	$79,427.88	(298532) AVIATE ENTERPRISES, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009327-00 FY 2023
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
AVIATE ENTERPRISES, INC.	CONVENTION CENTER
5844 PRICE AVE.	1 SOUTH WATER
	MOBILE, AL 36602
MCCLELLAN, CA 95652	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#9169934000	Delivery Reference
Fax 9169934010	KATHERINE REEVES
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/23	298532				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND GSA MAS SCHEDULE NO 47QMCA20D000U (23V, 51v, 73, 75) AND SOLICITATION NO. F23142-05			
001	MAX WEIGHT - 4000LBS MAX HEIGHT - 70IN MAX WIDTH - 70IN MIN. CLEANING PATH - 64" MIN. SOLUTION TANK SIZE - 75 GAL MIN. RECOVERY TANK SIZE - 75 GAL MIN. DEBRIS HOPPER SIZE - 6 CUBIC FT MIN. DRIVING SPEEK-TRANSPORT - 6 MPH FUEL TYPE - PROPANE (LPG) LEAD TIME - ASAP DUAL SWEEPER BRUSHES - REQUIRED/INCLUDED WARRANTY MINIMUM - 3 YEARS PARTS/ 2 YEARS LABOR	1.00 EACH	79427.88000	79427.88
	Additional Description Notes			
	VENDOR TO SUPPLY KARCHER NA MODEL 9.841-460.00			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0261 .OPERSUPPLS. .			79427.88

Bill To	Requisition 00009327-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
AVIATE ENTERPRISES, INC. 5844 PRICE AVE. MCCLELLAN, CA 95652 Tel#9169934000 Fax 9169934010	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference KATHERINE REEVES Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/23	298532				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
KATHERINE REEVES

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Requisition Link

Requisition Total 79427.88

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

Account			Amount	Remaining Budget
E C0261	.OPERSUPPLS.	.	79427.88	-2904.92

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	79427.88	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	05/04/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	05/04/23	CASSIE BOATWRIGHT	
Approved	05/25/23	CARLEEN STOUT	Auto approved by: 910519420

Bill To	Requisition 00009327-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
AVIATE ENTERPRISES, INC. 5844 PRICE AVE. MCCLELLAN, CA 95652 Tel#9169934000 Fax 9169934010	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference KATHERINE REEVES Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/23	298532				CONVENTION CENTER

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/25/23	CASSIE BOATWRIGHT			
	Approved	05/04/23	BRENDA RHODES			
	Approved	05/04/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	05/04/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	05/25/23	BRENDA RHODES			
	Approved	05/25/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	05/25/23	RELYA MALLORY		Auto approved by: 910511034	
	Unknown	05/24/23	SANDRA LEWIS			
	Rejected	05/24/23	SANDRA LEWIS		as per conversation to change	
	Rejected	05/26/23	SANDRA LEWIS		PRICE NEEDS TO BE 79427.88	
	Queued	05/26/23	CARLEEN STOUT		PRICE NEEDS TO BE 79427.88	
	Queued	05/26/23	CASSIE BOATWRIGHT		PRICE NEEDS TO BE 79427.88	
	Pending		BRENDA RHODES		PRICE NEEDS TO BE 79427.88	
	Pending		TIFFANY HOLLINS		PRICE NEEDS TO BE 79427.88	
	Pending		RELYA MALLORY		PRICE NEEDS TO BE 79427.88	
	Pending		DONALD ROSE		PRICE NEEDS TO BE 79427.88	
	Pending		SANDRA LEWIS		PRICE NEEDS TO BE 79427.88	
	Pending		JOHN PAINE		PRICE NEEDS TO BE 79427.88	
	Pending		MICHAEL SPAFFORD		PRICE NEEDS TO BE 79427.88	

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

MULTIPLE AWARD SCHEDULE
FSC GROUPS: INDUSTRIAL PRODUCTS & SERVICES, TRANSPORTATION & LOGISTICS SERVICES, AND FACILITIES



Aviate Enterprises, Inc.
5844 Price Ave
McClellan, CA 95652-2407
Phone: 916-993-4000
Fax: 916-993-4010
www.aviateinc.com

Contract Number: 47QMCA20D000U
Contract Period: December 13, 2019 – December 12, 2024
Business Size: Service-Disabled Veteran Owned and HUBZone Small Business
Contract Administrator: Timothy P Devine
Phone: 916-993-4000
Email: GSA@aviateinc.com
Price List is current through Mod PS-0037, Effective November 10, 2022

For more information on ordering from Federal Supply Schedule click on the FSS Schedules button at fss.gsa.gov. On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: http://www.GSAAdvantage.gov.

Customer Information

1a. Table of Awarded Special Item Number(s):

SIN	Recovery	SIN Description
333120	333120 RC	Street Repair and Cleaning Equipment and Attachments
33611	33611 RC	Purchase or Lease of Gas or Electric Low Speed Vehicles
OLM	OLM RC	Order-Level Materials
325612	325612 RC	Disinfectants, Sterilants and Deodorizers
325998W	325998W RC	Water Treatment Products and Systems
333318F	333318F RC	Floor Care Cleaning and Equipment
333924	333924 RC	Utility Trucks and Tractors

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. See awarded GSA Price List

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. Not Applicable

2. **Maximum Order:**
   SINs 333120, 33611, 325612, and 333318F: $250,000
   SIN 325998W: $300,000
   SIN 333924: $2,000,000

3. **Minimum Order:** $100.00

4. **Geographic Coverage (delivery Area):** Domestic Only

5. **Point(s) of production (city, county, and state or foreign country):** Same as Contractor

6. **Discount from list prices or statement of net price:** GSA prices are Net

7. **Quantity discounts:** SINs 333120 and 33611: 1.00% on single orders of $150,000 or more. SINs 325612, 325998W, 333318F, 333924: None.

8. **Prompt payment terms:** Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold: Government purchase cards are accepted up to the micro-purchase threshold

9b. Notification whether Government purchase cards are accepted or are not accepted above the micro-purchase threshold: Government purchase cards are accepted above the micro-purchase threshold

10. Foreign items: See awarded GSA Price List

11a. Time of Delivery: SINs 333120 and 33611: As Negotiated with Ordering Activity. Contact Contractor. SINs 325612 and 325998W: 5 Days ARO. SIN 333318F: 30 Days ARO. SIN 333924: 147 Days ARO

11b. Expedited Delivery: All SINs: As Negotiated with Ordering Activity. Contact Contractor.

11c. Overnight and 2-day delivery: As Negotiated with Ordering Activity. Contact Contractor.

11d. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B Point:
Destination: ConUS
Origin: AK, PR, HI

13a. Ordering Address:
5844 Price Avenue
McClellan, CA 95652
Phone: 916-993-4000
Email: GSA@aviateinc.com

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

14. Payment address: 5844 Price Avenue
McClellan, CA 95652
Phone: 916-993-4000
Email: GSAaccounting@aviateinc.com

15. Warranty provision: Standard Commercial Warranty Applies

16. **Export Packing Charges:** Not Applicable

17. **Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):** None

18. **Terms and conditions of rental, maintenance, and repair:** Not Applicable

19. **Terms and conditions of installation:** Not Applicable

20. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:** Not Applicable

20a. Terms and conditions for any other services: Not Applicable

21. **List of service and distribution points:** Not Applicable

22. **List of participating dealers:** Not Applicable

23. **Preventive maintenance:** Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contactor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. **SAM UEI:** XZ2XCSGEQME5

26. **Notification regarding registration in System for Award Management (SAM):** Registered



B 300 R I LPG

Mfr Part No.: 9.841-460.0
Manufacturer: KARCHER NORTH AMERICA
Contract No.: 47QMCA20D000U (ends: Dec 12, 2024)
MAS Schedule/SIN: MAS/333318F
Country of Origin: GERMANY
Order Increment: 1

DISAST PURCH Disaster Purchasing items

Report incorrect product information

Price
$63,246.67 EA

Qty: 1 Add to cart

sold and shipped by
AVIATE ENTERPRISES, INC.
Contract minimum order: $100.00

Product Details

Description

Description Provided by AVIATE ENTERPRISES, INC.
B 300 R I Diesel sweeper-scrubber, with right scrub deck, working lights, warning beacon, left sweep brush

Compare Available Sources

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list
◈ Indicates when volume discounts are offered.

	Price/Unit		Contractor	Socio	Photo	Deliv Days	Min Order
Selected	**$63,246.67**	EA	**AVIATE ENTERPRISES, INC.**	s dv h		30 days shipped ARO	$100.00
Select	**$65,703.68**	EA	KARCHER NORTH AMERICA, INC.	o		30 days shipped ARO	$0.00
Select	**$66,303.13**	EA	DIVINE IMAGING INC.	s d w		10 days delivered ARO	$100.00
Select	**$70,005.53**	EA	SKDCJ INC DBA CAVALIER INC	s		30 days delivered ARO	$100.00
Select	**$75,244.21**	EA	ALDEN EQUIPMENT, INC	s v		90 days delivered ARO	$0.00

Need Help?

For further assistance, please contact:

CUSTOMER AGENCIES
GSA Advantage Customer Service
Email: GSA.Advantage@gsa.gov
Phone: 1-877-472-3777

CONTRACTORS
Vendor Support Center
Email: vendor.support@gsa.gov
Phone: 1-877-495-4849

GSA eTools

GSA eBuy
GSA eLibrary

Advantage Job Aid

View the Advantage Job Aid PDF

We want to hear from you...

Send us your feedback!

Reports

Advantage Spend Analysis

Resources

GSA Schedules
GSA Smartpay
Best in Class
Acquisition Gateway
Privacy and Security

GSA U.S. General Services Administration

DocuSign Envelope ID: 0E8C554B-D32C-45EA-BE84-5BE7CB5B4ABF

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		2

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
PS-0037	Nov 10, 2022		MAS

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
General Services Administration GSA FAS 2QFA ONE WORLD TRADE CENTER 55TH FLOOR R NEW YORK NY 100072140		GSA/FAS/QV0CB 230 S DEARBORN ST CHICAGO IL 60604	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

AVIATE ENTERPRISES, INC.
5844 PRICE AVE

MCCLELLAN, CA 956522407

CODE | FACILITY CODE

(X)

☐ 9A. AMENDMENT OF SOLICITATION NUMBER

9B. DATED *(SEE ITEM 11)*

☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER
47QMCA20D000U

10B. DATED *(SEE ITEM 13)*
Dec 13, 2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 13 Notes...
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification action is as follows:

To incorporate price increases applicable to 519 Products (see attached), pursuant to 552.216-70 Economic Price Adjustment - FSS Multiple Award Schedule Contracts (Sep 1999) (Alternate Sept 1999)

Continue next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Cody Vantienen	Wdonna Woods

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
DocuSigned by: Cody Vantienen 191516D31BAF4A1...	12/5/2022	DocuSigned by: Wdonna Woods AFBD0DAED23E4CE...	12/5/2022
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

DocuSign Envelope ID: 0E8C554B-D32C-45EA-BE84-5BE7CB5B4ABF

INSTRUCTIONS *(Back Page)*:

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification .....
Net increase $ .....

(2) Accounting classification .....
Net decrease $ .....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by $.....

(ii) Total contract price decreased by $.....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

DocuSign Envelope ID: 0E8C554B-D32C-45EA-BE84-5BE7CB5B4ABF

Continuation of Description...

(See attached cover letter dated 11/9/2022, EPA Spreadsheet and Master Price List)

Subject to the price increases, the Price/Discount relationship between the Government and the vendor's MFC remains unchanged and are restated as follows:

GSA s Price Increase Range is 0.10% - 32.61%

The total product count on contract is 1,159

The EPA modification is in accordance with Acquisition Letter (AL) MV-22-02

All other terms and conditions will remain the same.

DocuSign Envelope ID: 0E8C554B-D32C-45EA-BE84-5BE7CB5B4ABF

Block 13 Notes

Block 13.C:

552.238-82 Modifications (Federal Supply Schedule) (Jan 2022) (Alternate II - JAN 2022)
552.216-70 Economic Price Adjustment FSS Multiple Award Schedule Contracts (Sep 1999)

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Howard Industries Inc for FileWave mobile-device management software subscriptions and training for MIT.
General fund.

Amount of Contract:

$24,961.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230601 Howard Agenda Package POs	Cover Memo	6/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/1/2023 - 2:38 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 6 June 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Howard Industries Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Howard Industries Inc for FileWave mobile-device management software subscriptions and training for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $24,961.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia/NCPA Cooperative Purchasing Agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

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
9271	2023	(5000) INFORMATION TECHNOLOGY	FILEWAVE MOBILE-DEVICE MANAGEMENT SOFTWARE AND TRAINING SUBSCRIPTIONS FOR MIT (OMNIA/NCPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$24,961.00	(292451) HOWARD INDUSTRIES, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009721-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
HOWARD INDUSTRIES INC	MIT
P O BOX 1588	651 CHURCH STREET
	MOBILE, AL 36602
LAUREL, MS 39441	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/23	292451	05/11/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER NCPA CONTRACT #01-145. EXPIRES 11/30/25.			
001	This quote is for a 1-year purchase of 310 Client (macOS/Windows), 850 MDM (iPadOS/iOS/tvOS/And roid)Hosted FileWave Licenses. Quote also includes 8 hours of onboarding/training with a dedicated FileWave Engineer and can be taken throughout the initial year. MPN: 12 month term - Desktop Client License Win/Mac PUBLIC/GOVT Contract(s): NCPA 01-145	800.00 EACH	20.00000	16000.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			16000.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
DEIRDRA STATES

Deliver To
MIT
651 CHURCH STREET

Bill To	Requisition 00009721-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
HOWARD INDUSTRIES INC	MIT
P O BOX 1588	651 CHURCH STREET
	MOBILE, AL 36602
LAUREL, MS 39441	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/23	292451	05/11/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
002	Mobile License Android/iOS/tvOS PUBLIC/GOVT- 12 month term MPN: 12 month term - Mobile License Android/iOS/tvOS PUBLIC/GOVT Contract(s): NCPA 01-145	700.00 EACH	9.00000	6300.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			6300.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	This quote is for a 1-year purchase of 310 Client (macOS/Windows), 850 MDM (iPadOS/iOS/tvOS/And roid)Hosted FileWave Licenses. Quote also includes 8 hours of onboarding/training with a	1.00 EACH	690.00000	690.00

Bill To	Requisition 00009721-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/23	292451	05/11/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	dedicated FileWave Engineer and can be taken throughout the initial year MPN: Annual fee - Hosted Server Solution Contract(s): NCPA 01-145			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			690.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	this quote is for a 1-year purchase of 310 Client (macOS/Windows), 850 MDM (iPadOS/iOS/tvOS/And roid)Hosted FileWave Licenses. Quote also includes 8 hours of onboarding/training with a dedicated FileWave Engineer and can be taken throughout the initial year. MPN: 1-Time fee -	1.00 EACH	1971.00000	1971.00

Bill To	Requisition 00009721-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
HOWARD INDUSTRIES INC	MIT
P O BOX 1588	651 CHURCH STREET
	MOBILE, AL 36602
LAUREL, MS 39441	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/23	292451	05/11/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	ileWave LLFileWave Inertia (8 Hours) Contract(s): NCPA 01-145			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			1971.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
DEIRDRA STATES

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 24961.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	24961.00	545033.89
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	05/11/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	05/11/23	SCOTT KEARNEY	
Approved	05/11/23	UDARA JAYASENA	Auto approved by: 91057606

Bill To	Requisition 00009721-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/23	292451	05/11/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/01/23	DONALD ROSE		Approved by: 9105fola	
	Approved	06/01/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	06/01/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	06/01/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

HOWARD TECHNOLOGIES

http://www.howardcomputers.com

HOWARD™ TECHNOLOGY SOLUTIONS

Overview
Contract Info
Due Diligence
Vendor Contact

OVERVIEW

Howard Technology Solutions, known for its cost-effective approach to providing the very latest in reliable, high-quality equipment, manufactures custom desktops, notebooks, servers, and presentation carts that continue to secure market recognition. In addition, established partnerships with other industry leaders enable Howard to offer a rich portfolio of over 250,000 name brand products ranging from projectors, document cameras, and sound amplification systems to interactive technologies and control systems—everything needed to teach 21st Century skills, foster collaboration, and integrate multimedia tools into instruction. Howard also provides a wide range of technical support that includes network consulting, programming, and management services, as well as installation and training by industry-certified technicians. Howard Technology Solutions has been satisfying business, education, government, and medical customers for over 14 years.

CONTRACT INFO

Awarded Vendor:
Howard Technologies

Contract Awarded:
Technology Solutions, Products and Services

Contract Number:
01-145

Lead Agency:
Region 14 ESC

Contract Term:
3 year term, December 1, 2022 to November 30, 2025
*Option to renew for five (5) additional one (1) year periods.

DUE DILIGENCE

Request for Proposal:
RFP for Technology Solutions, Products and Services

Awarded Vendor Response:
Howard Technologies' Response to RFP

Evaluation:
Bid Tab & Request for RFP List

Award Letter:
Region 14 Award Letter

Advertisements:
USA Today Ad 1
USA Today Ad 2
NCPA Website Ad

VENDOR CONTACT

For Sales Information:

Migonna Plummer
Education Sales Representative
Toll-Free: 888.912.3151 x5111
Direct: 601.399.5111
Fax: 601.399.5077
mplummer@howard.com

For Contractual Issues:

Melissa Reeves
Contract Manager
Toll-Free: 888.912.3151 x5680
Direct: 601.399.5680
Fax: 601.399.5077
mreeves@howard.com

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from NCPA related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Johnson Controls, Inc. (#02-55) and Midwest Mechanical (#02-91), have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the National Cooperative Purchasing Alliance ("NCPA"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by NCPA pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by NCPA is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing NCPA, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kronos Incorporated for annual renewal of Telestaff scheduling and KnowledgePass educational services software subscrptions for MFRD.
General fund.

Amount of Contract:

$19,920.41

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

ATTACHMENTS:

Description	Type	Upload Date
20230531 Kronos Agenda Package POs	Cover Memo	6/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/1/2023 - 2:38 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 6 June 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Kronos Incorporated

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Kronos Incorporated for annual renewal of Telestaff scheduling and KnowledgePass educational services software subscrptions for MFRD.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $19,920.41

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia/US Communities Cooperative Purchasing Agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9304	2023	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF KRONOS TELESTAFF WORKFORCE SCHEDULING AND KNOWLEDGEPASS EDUCATIONAL SOFTWARE SUBSCRIPTIONS FOR MFRD (OMNIA/US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$19,920.41	(294306) KRONOS INCORPORATED

Adopted:

_____

City Clerk

Bill To	Requisition 00009304-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	THIS RENEWAL CONTRACT #1201243 R22-MAY-23. ORIGINAL CONTRACT PER OMNIA/US COMMUNITIES CONTRACT #18220. ATTN: KIMBERLY HONOHAN OR ANN MARIE CARLSON			
	SOLUTION ID #6128365			
	PER INVOICE #12065834 FOR CONTRACT #1201243 R22-FEB-23.			
	PLATINUM SUPPORT SERVICE LEVEL			
	START: 6/23/23 END: 6/22/24			
001	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2023 THRU 22-JUN-2024 575 LICENSES: PLATINUM UKG TELESTAFF ENTERPRISE V7.1+ INVOICE 12065834 Additional Description Notes WORKFORCE TELESTAFF CONTACT MANAGER V7.1+, WORKFORCE TELESTAFF ENTERPRISE V7.1+, WORKFORCE TELESTAFF GATEWAY MANAGER V7.1+, WORKFORCE TELESTAFF GLOBAL ACCESS V7.1+, WORKFORCE TELESTAFF SMS MANAGER V7.1+, WORKFORCE TELESTAFF CONTACT MANAGER V7.1+, WORKFORCE TELESTAFF ENTERPRISE V7.1+, WORKFORCE TELESTAFF GATEWAY MANAGER V7.1+, WORKFORCE TELESTAFF GLOBAL ACCESS V7.1+ AND WORKFORCE TELESTAFF SMS MANAGER V7.1+.	1.00 EACH	12806.34000	12806.34

Bill To	Requisition 00009304-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.42200.			12806.34
	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	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2023 THRU 22-JUN-2024 575 LICENSES: GLOBAL ACCESS INVOICE 12065834 Vendor Item	1.00 EACH	2371.54000	2371.54
1	1000.30.15.1510.1510.1510.0000.0000.42200.			2371.54

Bill To	Requisition 00009304-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2023 THRU 22-JUN-2024 575 LICENSES: PLATINUM UKG TELESTAFF CONTACT MANAGER V7.1+ INVOICE 12065834 Vendor Item	1.00 EACH	1422.92000	1422.92
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			1422.92

Bill To	Requisition 00009304-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2023 THRU 22-JUN-2024 1 LICENSE: PLATINUM UKG TELESTAFF GATEWAY MANAGER V7. 1+ INVOICE 12065834 Vendor Item	1.00 EACH	824.89000	824.89
1	1000.30.15.1510.1510.1510.0000.0000.42200.			824.89

Bill To	Requisition 00009304-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: PLATINUM UKG TELESTAFF SMS MANAGER V7.1+ INVOICE 12065834 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			.00

Bill To	Requisition 00009304-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 EDUCATIONAL SERVICES KNOWLEDGE PASS, 575 FOR 1 YEAR 23-JUN-2023 THROUGH 22-JUN-2024 INVOICE 12065834 Vendor Item	1.00 EACH	2494.72000	2494.72
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			2494.72

Bill To	Requisition 00009304-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

Requisition Link

Requisition Total 19920.41

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42200.		
	19920.41	3067846.72
FIRE ADMINISTRATION EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Rejected	05/03/23	ANNE FOLEY	Itemize invoice with pricing.
Approved	05/31/23	DONALD ROSE	Auto approved by: 9105fola
Approved	05/31/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/31/23	JOHN PAINE	Auto approved by: 9105fola
Approved	05/31/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	05/31/23	ANNE FOLEY	

Bill To	Requisition 00009304-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/04/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

UKG

Human Capital Management & Workforce Management Solutions

Overview

Contract Documentation

Human Capital Management

Workforce Management

Public Safety Scheduling

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

REQUEST CONTRACT INFORMATION

OMNIA Partners & UKG



UKG KEY BENEFITS



Workforce Management Systems and Related Products, Services and Solutions

Cobb County, GA

Contract Number: 18220 and 18221

Awarded to: Kronos Incorporated #18220 and Kronos SaasShr, Inc. #18221

March 18, 2019 through March 17, 2022
Option to renew for three (3) additional one-year periods through March 17, 2025
RENEWED THROUGH March 17, 2024

Executive Summary

- Executive Summary
- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract #18220
- Official Signed Contract #18221
- Contract Award Documents
- Contract Amendment 1 - #18220
- Contract Amendment 2 - #18220
- Contract Amendment 3 - #18220

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Accept Decline

- Disclosure of Investment Activities in Iran Russia Belarus

Response Evaluation

- Supplier Response to RFP
- Evaluation Summary

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- Proof of Publication
- PreProposal Sign Sheet
- RFP Response Receipt List

Contact Information

Email:omniapartners@kronos.com
Phone: 800-225-1561
Fax: 978-367-5954

SUPPLIER WEBSITE

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 2 Elgin Pelican street sweepers for Public Services.
CIP Equipment.

Amount of Contract:

$552,588.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230526 Sansom Agenda Package POs	Cover Memo	5/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/1/2023 - 2:37 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 6 June 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for 2 Elgin Pelican street sweepers for Public Services.
CIP Equipment.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $552,588.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell Cooperative Purchasing Agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10453	2023	(F7000) MOTOR POOL	2 ELGIN PELICAN STREET SWEEPERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$552,588.00	(390715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00010453-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/23	190715	05/26/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SWEEPER AS SPECIFIED: 2023 OR NEWER ELGIN PELICAN STREET SWEEPER. TO BE DELIVERED FOB MOBILE PRICING AS PER SOURCEWEEL CONTRACT 093021-ELG AND SANSOM QUOTE SECQ6212 DATED 5-8-2023. Additional Description Notes --- 2023 OR NEWER ELGIN PELICAN STREET SWEEPER. REQUESTED BY 2086 PUBLIC SERVICE MAINTENANCE.	2.00 EACH	276294.00000	552588.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			552588.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

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

Requisition Link

Requisition Total 552588.00

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

Bill To	Requisition 00010453-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/23	190715	05/26/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price Amount	Net Price Remaining Budget
	Account			
E	E0154 .CAPEQUIPMT. .		552588.00	8491.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	552588.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Queued	05/26/23	SHONNDA SMITH	
Queued	05/26/23	JAMES DELAPP	
Queued	05/26/23	CASI CALLAWAY	
Pending		BRENDA RHODES	
Pending		TIFFANY HOLLINS	
Pending		RELYA MALLORY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: EA816B01-BB77-4918-B2F2-DE921CD3633A

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: EA816B01-BB77-4918-B2F2-DE921CD3633A

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

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

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	Elgin Sweeper Company
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: David Panizzi 67407721F3A64A7...
By: _____	By: _____
Jeremy Schwartz	David Panizzi
Title: Chief Procurement Officer	Title: Business Development Manager
Date: 11/15/2021 | 11:35 AM CST	Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/22/2021 | 10:11 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal signal
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153 402385
HST#:	36-2351764

Submission Details

Created On:	Monday September 13, 2021 13:04:04
Submitted On:	Wednesday September 29, 2021 16:49:19
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	cd6ff737-3555-439f-821b-fc3b047a5759
Submitter's IP Address:	50.238.226.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names	*
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120	*
5	Proposer website address (or addresses):	www.elginsweeper.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Elgin Sweeper Co.has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that tis now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.	*

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	Eight different models with optional variations for specific sweeping applications.	*
71	Runway sweeping and cleaning equipment	(•) Yes ( ) No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
72	Litter, trash, and debris vacuums	(•) Yes ( ) No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (•) No	Service parts are not offered.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

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

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

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

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

- Pricing - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
- Financial Strength and Stability - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
- Marketing Plan/Samples - 2021 Elgin Facebook - Sourcewell.pdf - Friday September 24, 2021 13:26:30
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
- Standard Transaction Document Samples - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Monday September 27, 2021 13:52:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

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

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

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

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Elgin Sweeper Company

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

○ **Yes** ◉ **No**

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

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

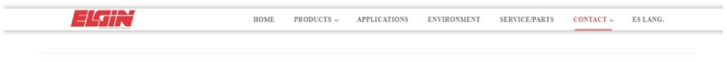
File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

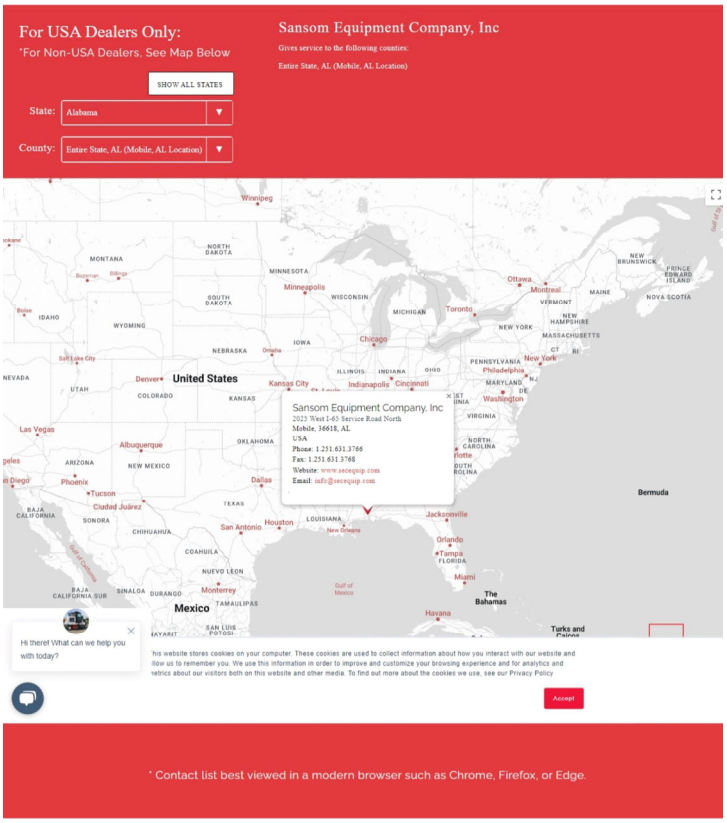
Elgin Sweeping #093021-ELG

Pricing for contract #093021-ELG offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis

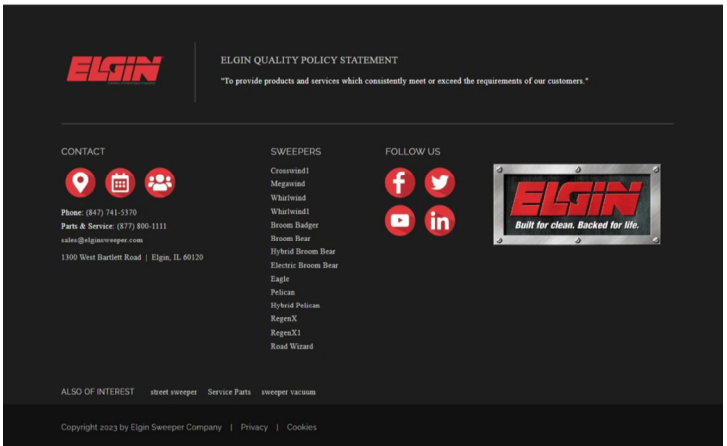

ELGIN
Elgin Sweeper Company


ELGIN
HOME
PRODUCTS
APPLICATIONS
ENVIRONMENT
SERVICE/PARTS
CONTACT
ES LANG.


For USA Dealers Only:
*For Non-USA Dealers, See Map Below
SHOW ALL STATES
State: Alabama
County: Entire State, AL (Mobile, AL Location)
Sansom Equipment Company, Inc
Gives service to the following counties:
Entire State, AL (Mobile, AL Location)
United States
Sansom Equipment Company, Inc
2025 West I-65 Service Road North
Mobile, 36618, AL
USA
Phone: 1.251.631.3766
Fax: 1.251.631.3768
Website: www.secequip.com
Email: info@secequip.com
Bermuda
Mexico
Hi there! What can we help you with today?
Accept
* Contact list best viewed in a modern browser such as Chrome, Firefox, or Edge.


JOIN OUR TEAM
Looking for a career that matters? Looking for an opportunity that leads you in new and exciting directions? What about rewards that show you are welcomed and appreciated? Click the link below for the information you need to make that life-changing choice. A choice that will bring you closer to top talent, offer you exceptional learning opportunities, and make you part of a leader in its manufacturing class.
VIEW OPEN JOBS
ELGIN
Elgin Sweeper Company


Additional partners of Federal Signal Environmental Solutions Group
Solutions
GUZZLER
Jetstream
TRUVAC
TBEI
VACTOR
WESTECH


ELGIN
ELGIN QUALITY POLICY STATEMENT
"To provide products and services which consistently meet or exceed the requirements of our customers."
CONTACT
Phone: (847) 741-5370
Parts & Service: (877) 800-1111
sales@elginsweeper.com
1300 West Bartlett Road | Elgin, IL 60120
SWEEPERS
Crosswind1
Megawind
Whirlwind
Whirlwind1
Broom Badger
Broom Bear
Hybrid Broom Bear
Electric Broom Bear
Eagle
Pelican
Hybrid Pelican
RegenX
RegenX1
Road Wizard
FOLLOW US
ELGIN
Built for clean. Backed for life.
ALSO OF INTEREST
street sweeper
Service Parts
sweeper vacuum
Copyright 2023 by Elgin Sweeper Company | Privacy | Cookies

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

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

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for an asphalt patch truck for Public Services.
Motor Pool Capital

Amount of Contract:

$221,640.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230526 Sansom2 Agenda Package POs	Cover Memo	5/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/1/2023 - 2:37 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 6 June 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sansom Equipment Co Inc for an asphalt patch truck for Public Services.
Motor Pool Capital

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $221,640.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5806

How many bidders received bid packages (if applicable): 23+web

How many bidders submitted bids (if applicable): 3

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10453	2023	(F7000) MOTOR POOL	2024 FREIGHTLINER M2PLUS ASPHALT PATCH TRUCK FOR PUBLIC SERVICES (SEALED BID 5806)	$221,640.00	(390715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001811-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/22	190715	11/03/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ASPHALT TRUCK AS SPECIFIED: VENDOR TO PROVIDE 2024 FREIGHTLINER M2PLUS WITH A PB LOADER AC-4 ASOHALT PATCH BODY. AS PER CITY OF MOBILE BID #5806 AND YOUR QUOTE	1.00 EACH	221640.00000	221640.00

Additional Description Notes

2022 OR NEWER ASPHALT TRUCK REQUESTED BY 2086 PUBLIC SERVICES MAINTENANCE.

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .		221640.00

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

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

Requisition Link

Requisition Total 221640.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00001811-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/22	190715	11/03/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
E	MP02070 .VEHICLEEXP. .		221640.00	1062115.28

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	221640.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	11/15/22	CHARLES SUMRALL	Reviewed and approve
Approved	11/15/22	KINA ANDREWS	Auto approved by: 910520042
Approved	11/15/22	JAMES DELAPP	Auto approved by: 910520042
Approved	11/15/22	MARC VASSALLO	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5806
POTHOLE PATCH TRUCK

SANSOM EQUIPMENT	$221,640.00	FREIGHTLINER WITH PB LOADER AC-4
EMPIRE TRUCK SALES	$225,900.00	FREIGHTLINER WITH HD INDUSTRIES TCM 425-8
INGRAM EQUIPMENT	$244,368.40	FREIGHTLINER WITH STEPP MODEL STPH-4.0

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/03/2023	5806	POLICE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, May 25, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 1 to 2	**POTHOLE PATCH TRUCK** Pothole Patch Truck Body mounted on new 2023 or newer Crew Cab Chassis as per the following and the attached. Chassis Make_____ Model_____ Year_____ Body Make_____ Model_____ Provide literature and specifications on product bid. Upon award, the City will purchase a minimum of one (1) Pothole Patch Truck. Only engine brands accepted are Cummins, Duramax and Detroit that meet or exceed the Cummins specs that are attached. Page 1 of 2					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing to be firm for the six (6) month period following the award of this bid and may be extended for up to five (5) additional six-month periods.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

MINIMUM ASPHALT POTHOLE PATCHER BODY SPECIFICATIONS

1. GENERAL

A unitized asphalt repair machine capable of making permanent asphalt repairs under most weather conditions.

2. BODY DIMENSIONS

The body is 112" long, 50" high and 78" wide. Hopper is 10 gauge steel and 16 gauge insulated jacket. It has Diamond Tread safety step side fenders with body assist handles. Body has L.E.D. style stop, turn, emergency flashers and marker lights. The body has a lockable tool storage compartment measuring 83" long, 18" deep and 10" high. All electrical wiring shall be color-coded, soldered, shrink wrapped in polyvinyl, and encased in conduit. Mud flaps included.

3. BODY INSULATION

The asphalt aggregate hopper and road oil tank are fully insulated with 2" industrial, high temperature 12R factor insulation encased in a double steel jacket.

4. CAPACITY

The asphalt aggregate hopper holds 4.25 cubic yards level full or 6 tons maximum load.

5. HEATING SYSTEMS

The body shall have a dry radiant heat chamber heated by 2 each 67,000 BTU retort tube propane burners with vertical exhaust stacks. The exhaust stack dampeners are electronically actuated to close when burners are off to reduce heat loss. The burners are thermostat controlled and regulated at 10 PSI. The ignition system is 12 volt DC with electronic igniter. Gas burner has a safety shut-off on loss of flame or excessive temperature. Automatic safety shut-off when diesel pump is operating. Burner has two stages, ignites on 10 oz. pressure, operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater. Thermostats will be 0/300° F. solid state. *Systems using Heat Transfer Oil are not acceptable.*

6. ELECTRONIC CONTROLS

All electronic controls will be solid state shock resistant. Thermostat for tack oil tank is 50/200° F. Thermostat for asphalt aggregate hopper is 0/300° F. Digital with temperature read out. Thermostat for the asphalt hopper has built in high limit safety shut down switch. Same thermostat controls the 12-volt LP Gas fired system and the 220-volt electric heating system.

7. EMULSION OIL TANK CAPACITY AND HEATING SYSTEM

The tank, built onto the main body, has a capacity of 80 gallons and a double steel jacket with 2" insulation. The tank is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil from 0 to 150° F., using the truck engine coolant system as the heat source. *The emulsion pump and all lines are in an insulated heated area*. The tank has 220-volt thermostat controlled *NEMA explosion proof* dry well electric heater. Tank has an 8" fill spout and a 2" gate valve on tank drain. *For ease of maintenance or change out of heater, tank does not have to be drained.*

8. EMULSION REJUVENATOR

The tank is equipped with an automatic rejuvenation system, Patent No. 16597547, that will help keep the emulsion oil from separating which will prevent pump and lines from clogging up and eliminate sludge build-up in the tank.

9. LIQUID ASPHALT HAND SPRAYER

A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve. Sprayer hose is 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines

10. ELECTRIC HEATING SYSTEM

The asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, 62 kw *OSHA required*

NEMA explosion proof dry well electric heater, thermostat controlled with 25' of cord with dual in-line 30 amp fuses with MOV 220 vac surge absorber. The heating system is capable of maintaining heated material up to 300° F. during non- working hours.

11. **HYDRAULIC CONTROL VALVE**
    Five spool, two-way, variable flow with 2200 PSI relief valve. The valve controls hydraulic screw conveyor, hydraulic doors, asphalt agitator, liquid asphalt pump and tool circuit. The valve has an internal or external safety design that will protect the operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open. This system is designed to divert hydraulic oil pressure back to the tank. Electric solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system. The valve is operated from the rear of machine by remote levers. To reduce maintenance problems the main directional control valve stack has no electric solenoids.

12. **HYDRAULIC-OPERATED STEEL TOP DOORS**
    Two (2) hydraulically operated bi-fold steel top doors with hex brake for rigidity. Doors are insulated with 2" of high temperature insulation in a double steel jacket. The doors have rain seal caps and flex plates to keep asphalt out of door hinges. Each door shall have a 1 ½" bore with 13" stroke hydraulic cylinder with bypass and flow control valves. The controls for doors are at the rear of the unit.

13. **HYRAULIC REAR LIFT PLATFORM FOR COMPACTOR OR ROLLER**
    Equipped with a hydraulically operated lift platform for loading or unloading compactor or roller. The platform has a Safety latch in the up position, an in-cab "platform down" indicator light with compactor holding down brackets and A pavement breaker mount. All controls for platform are at the rear of the unit.

14. **ASPHALT DISPENSING SYSTEM, SCREW CONVEYOR TYPE**
    9' long by 10" diameter progressive screw conveyor has hard surfaced flights welded continuously on 2" scheduled 80 pipe and is ball bearing mounted. Conveyor is driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. Shall have a delivery chute with 120° of pivot. *All bearings can be greased through a feeder line mounted outside the unit from ground level.*

15. **SECONDARY BOOSTER AUGER MOTOR**
    A secondary, hydraulic, 13,000 in.lb. Torque, variable speed booster motor installed at rear of auger to assist in dispensing bad or stiff asphalt mix. No shearing coupler keys and bolts in the auger shaft.

16. **ASPHALT AGITATOR**
    The agitator shaft is built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction. The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. *All bearings can be greased through a feeder line mounted outside the unit from ground level.*

17. **FUEL**
    25 gallon removable propane bottle complete with 10 PSI regulator valve.

18. **18.HAND TORCH**
    A 200,000 BTU propane hand torch with shut-off valve and 10' of hose with hose rack. Hand torch has mounting bracket for transport.

19. **TEMPERATURE GAUGES**
    Two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.

20. **LIQUID ASPHALT OIL PUMP**
    A hydraulically driven, 1 1/2" self-priming, variable speed, reversible, rotary gear pump with relief valve. Operating at 20 GPM at 1200 RPM, 100 PSI. *The emulsion pump and all oil lines are in an insulated*

heated area. The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form.

21. **DIESEL FUEL / RELEASING AGENT STORAGE TANK**
An18-gallon capacity tank, equipped with a 1.6GPMm @ 60 psi 12 volt DC pump and a hand sprayer for cleaning tools and unit. There shall be a connector valve for flushing road oil pump and lines and a 1" drain. For easy hopper cleaning access and to spray hopper before loading, units with a work deck shall have an additional front-mounted spray wand with 3 ft. of hose.

22. **DIESEL FUEL / RELEASING AGENT HOSE REEL**
Hose reel for diesel fuel / releasing agent, spray wand has 20' of hose. Reel is spring-loaded auto-retractable.

23. **PAVEMENT BREAKER**
Stanley BR45, Pavement Breakers, complete with quick couplers, asphalt cutter, tamper and detachable shank with lockable transporting bracket.

24. **HYDRAULIC PUMP**
PTO Direct mount hydraulic pump is gear type, variable speed at 12 GPM and has an operating pressure of 2000 PSI at 900 RPM.

25. **HYDRAULIC OIL RESERVOIR**
30 gallon capacity with sight and temperature gauge, ventilated fill cap,150-micronn sump strainer and a10-micronn return filler with 1" gate cutoff valve at filter.

26. **HYDRAULIC OIL COOLER**
An AKG 15 tube hydraulic oil cooler with shroud. Fan operates on 12 vdc and is thermostat controlled at 115° F.

27. **HYDRAULIC HOSE AND FITTINGS**
All high pressure hoses and crimped fittings have a minimum of 8000 PSI burst pressure.

28. **HYDRAULIC TOOL LINE HOSE REEL**
Shall be 3000 PSI with dual 25' hydraulic tool lines. Reel is spring loaded auto-retractable.

29. **VIBRATORY COMPACTOR PLATE**
A Wacker WP1550AW Compactor equipped with a 5.5 hp gasoline Honda Engine with auto oil alarm shut down. Operating weight is 196#, centrifugal force 3375#, plate size 19.5 x 23", a water tank and locking holding down brackets.

30. **WATER TANK**
A frame-mounted stainless steel ten (10) gallon tank with valve and hose. Water supply for asphalt compactor plate.

31. **DRIP PAN**
An eight (8) gallon drip pan for waste oil combination, for flushing pump, spray wand and lines at the end of the work Day, with necessary valve for draining.

32. **WORK DECK**
18"x 46" work deck shall be constructed of ¼" angle iron and 3/16" expanded metal and expanded metal steps with assist hand rails and shall be mounted between truck and hopper body. Deck provides easy and safe access to emulsion oil tank and asphalt hopper.

33. **SPOILS BIN**
The spoils bin is 30" wide with a 1.25 cubic yard capacity, gravity dump. Asphalt spoils may be loaded or discharged from both sides of the truck.

34. **16-LIGHT DIRECTIONAL ARROW BOARD**
State D.O.T. Approved Superior Signal model SRTA16. With 16 amber (L.E.D.) lights, 32 flash patterns, 8 patterns per function. Arrow flashing left, right, and warning bar. The board is mounted on the rear of the patch unit within-cab controls.

35. **GRILL MOUNT STROBE LIGHT**
Two (2) Maxxima M20484YCL, LED Amber or White 4" Front Grill Strobe Lights, 22 flash patterns.

36. **MAXXIMA STT RECTANGLE 6.5" OVAL TAIL LIGHTS**
LED RED, CLEAR, AMBER, & STROBE tail lights

37. **STROBE LIGHT**
Pedestal mounted Meteorlight model SY2000 LED amber, 80 double flashes per minute.

38. **ASPHALT LUTE AND SHOVEL HOLDERS**
Two (2) each spring-loaded asphalt lute and shovel holders. One (1) mounted driver's side and one (1) mounted curb side of unit.

39. **P.T.O.**
A Chelsea, 280 Series, Hot Shift with over speed.

40. **ELECTRONIC THROTTLE CONTROL**
A two (2) or three (3) speed, depending on application, rear-mounted remote switch allows operator more control over which speed and pressure each particular job requires. As a safety feature, the switch will not function unless the park brake is set on the vehicle.

41. **BACKUP CAMERA**
Third eye backup camera.

42. **COLOR**
Black. Two (2) parts epoxy primer, two (2) finish coats polyurethane with epoxy hardener.

43. **SERVICE MANUALS AND TRAINING**
Furnish two (2) parts, service and operators manuals with a training program for each machine and delivery.

44. **WARRANTY**
Warranty for a full twelve (12) months against defects in material and workmanship of the body and on all parts and labor.

MINIMUM CHASSIS SPECIFICATIONS

	Description
Vehicle Configuration	
	CONVENTIONAL CHASSIS
	2024 MODEL YEAR SPECIFIED
	SET BACK AXLE - TRUCK
	STRAIGHT TRUCK PROVISION
Engine	
	CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM
Electronic Parameters	
	68 MPH ROAD SPEED LIMIT
	CRUISE CONTROL
Engine Equipment	
	ENGINE MOUNTED OIL CHECK AND FILL
	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
	BATTERY BOX FRAME MOUNTED
	STANDARD BATTERY JUMPERS
	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
	CUMMINS OR EQUAL TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE
	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
	STANDARD EXHAUST SYSTEM LENGTH
	RH STANDARD HORIZONTAL TAILPIPE
	6 GALLON DIESEL EXHAUST FLUID TANK
	100 PERCENT DIESEL EXHAUST FLUID FILL
	AIR POWERED ON/OFF ENGINE FAN CLUTCH
	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
	CUMMINS SPIN ON FUEL FILTER
	FULL FLOW OIL FILTER
	MINIMUM 700 SQUARE INCH ALUMINUM RADIATOR

ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT

RADIATOR DRAIN VALVE

LOWER RADIATOR GUARD

PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER

BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR

ELECTRIC GRID AIR INTAKE WARMER

DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission Equipment

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER

MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN

WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK

TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK

SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE

MERITOR 15X4 Q+ CAM FRONT BRAKES

CONMET CAST IRON FRONT BRAKE DRUMS

FRONT OIL SEALS

VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL

STANDARD SPINDLE NUTS FOR ALL AXLES

MERITOR AUTOMATIC FRONT SLACK ADJUSTERS

TRW THP-60 POWER STEERING

POWER STEERING PUMP

2 QUART SEE THROUGH POWER STEERING RESERVOIR

MINERAL SAE 80/90 FRONT AXLE LUBE

Front Suspension

12,000# MONO TAPERLEAF FRONT SUSPENSION

MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION

FRONT SHOCK ABSORBERS

Rear Axle and Equipment

DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE

5.88 REAR AXLE RATIO

IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING

MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES

MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES

BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)

CONMET CAST IRON REAR BRAKE DRUMS

REAR OIL SEALS

WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS

MERITOR AUTOMATIC REAR SLACK ADJUSTERS

MINERAL SAE 80/90 REAR AXLE LUBE

Rear Suspension

23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER

SPRING SUSPENSION - NO AXLE SPACERS

STANDARD AXLE SEATS IN AXLE CLAMP GROUP

Brake System

AIR BRAKE PACKAGE

WABCO 4S/4M ABS OR EQUAL

FIBER BRAID PARKING BRAKE HOSE

STANDARD BRAKE SYSTEM VALVES

STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM

STD U.S. FRONT BRAKE VALVE

RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE

BW AD-9 BRAKE LINE AIR DRYER WITH HEATER

AIR DRYER FRAME MOUNTED

STEEL AIR BRAKE RESERVOIRS

PULL CABLES ON ALL AIR RESERVOIR(S)

Chassis Equipment

THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS

FRONT TOW HOOKS - FRAME MOUNTED

BUMPER MOUNTING FOR SINGLE LICENSE PLATE

FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS

GRADE 8 THREADED HEX HEADED FRAME FASTENERS

CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD

Fuel Tanks

50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH

RECTANGULAR FUEL TANK(S)

PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS

FUEL TANK(S) FORWARD

PLAIN STEP FINISH

FUEL TANK CAP(S)

DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER

EQUIFLO INBOARD FUEL SYSTEM

AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK

HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

Tires

MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES

MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES

Hubs

CONMET PRESET PLUS PREMIUM IRON FRONT HUBS

CONMET PRESET PLUS PREMIUM IRON REAR HUBS

Wheels

MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT
6.13 INSET 2-HAND HD STEEL DISC FRONT WHEELS

MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT
2-HAND HD STEEL DISC REAR WHEELS

FRONT WHEEL MOUNTING NUTS

REAR WHEEL MOUNTING NUTS

Cab Exterior

HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB

AIR CAB MOUNTING

NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE

LH AND RH GRAB HANDLES

HOOD MOUNTED CHROMED PLASTIC GRILLE

CHROME HOOD MOUNTED AIR INTAKE GRILLE

FIBERGLASS HOOD

SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED

DUAL ELECTRIC HORNS

SINGLE HORN SHIELD

REAR LICENSE PLATE MOUNT END OF FRAME

INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL

LED AERODYNAMIC MARKER LIGHTS

DAYTIME RUNNING LIGHTS

LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS

STANDARD FRONT TURN SIGNAL LAMPS

DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE

DOOR MOUNTED MIRRORS

102 INCH EQUIPMENT WIDTH

LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS

RH DOWN VIEW MIRROR

STANDARD SIDE/REAR REFLECTORS

63X14 INCH TINTED REAR WINDOW

TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS

MANUAL DOOR WINDOW REGULATORS

1-PIECE SOLAR GREEN GLASS WINDSHELD

2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

OPAL GRAY VINYL INTERIOR

MOLDED PLASTIC DOOR PANEL

BLACK MATS WITH SINGLE INSULATION

DASH MOUNTED ASH TRAYS AND LIGHTER

FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING

IN DASH STORAGE BIN

(2) CUP HOLDERS LH AND RH DASH

GRAY/CHARCOAL FLAT DASH

2-1/2 LB. FIRE EXTINGUISHER

HEATER, DEFROSTER AND AIR CONDITIONER

STANDARD HVAC DUCTING

MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH

STANDARD HEATER PLUMBING

VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR

BINARY CONTROL, R-134A

STANDARD INSULATION

SOLID-STATE CIRCUIT PROTECTION AND FUSES

12V NEGATIVE GROUND ELECTRICAL SYSTEM

DOOR ACTIVATED DOME/RED MAP LIGHTS, FORWARD LH AND RH AND REAR LH, RH AND CENTER

DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME

KEY QUANTITY OF 4

CAB DOOR LATCHES WITH MANUAL DOOR LOCKS

TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB

BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION

2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT

FULL WIDTH REAR BENCH SEAT

LH AND RH INTEGRAL DOOR PANEL ARMRESTS

VINYL WITH VINYL INSERT DRIVER SEAT

VINYL WITH VINYL INSERT PASSENGER SEAT

VINYL WITH VINYL INSERT REAR PASSENGER SEAT

BLACK SEAT BELTS

ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN

4-SPOKE 18 INCH (450MM) STEERING WHEEL

DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL

GRAY CENTER INSTRUMENT PANEL

ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS

BLACK GAUGE BEZELS

LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES

INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS

97 DB BACKUP ALARM

ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL

KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION;
4 POSITION OFF/RUN/START/ACCESSORY

ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED

HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH

2 INCH ELECTRIC FUEL GAUGE

ENGINE REMOTE INTERFACE WITH MULTIPLE SET SPEEDS

ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB

ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE

2 INCH TRANSMISSION OIL TEMPERATURE GAUGE

ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY

(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP

ELECTRIC ENGINE OIL PRESSURE GAUGE

OVERHEAD INSTRUMENT PANEL

AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939

DASH MOUNTED RADIO

(2) RADIO SPEAKERS IN CAB

AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF

INTEROPERABLE SDAR ANTENNA

ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER

STANDARD VEHICLE SPEED SENSOR

ELECTRONIC 3000 RPM TACHOMETER

IDLE LIMITER, ELECTRONIC ENGINE

TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT

PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH

DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY

SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY

MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH

ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR

SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE

INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR TO BE WHITE

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Traliant Holdings Inc for annual standards of conduct training for City employees.
General fund.

Amount of Contract:

$30,110.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230531 Traliant Agenda Package POs	Cover Memo	5/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/1/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 6 June 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Traliant Holdings Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Traliant Holdings Inc for annual standards of conduct training for City employees.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $30,110.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service, 41-16-51(a)(3)

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9949	2023	(0535)	ANNUAL STANDARDS OF CONDUCT TRAINING FOR CITY EMPLOYEES (PROFESSIONAL SERVICE)	$30,110.00	(297983) TRALIANT HOLDINGS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009949-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0535.0535.0500.0000.0000.42200. Review: Buyer: Status: Released Page 1

Vendor	Ship To
TRALIANT HOLDINGS INC 1600 ROSECRANS AVE 4TH FL MEDIA CENTER MANHATTAN BEACH, CA 90266 Tel#323-925-4097	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 3RD FLOOR (OPR) MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRAINING PROGRAM	1.00 EACH	30110.00000	30110.00

Additional Description Notes

Traliant shall provide the courses listed below:
Preventing Discrimination and Harassment – Office – Season 5 – EE/MGR – US
Code of Conduct – Enterprise
SOW for Code of Conduct: Enterprise:
- Replace CEO video with client-supplied introduction video
- Edit Viewer Twitter and Email (FAQ) questions
- Modify Acknowledgement text
- Transcript Markup
- Add or remove episodes
- Map client’s Code of Conduct to course Table of Contents
- Split course into 2-3 courses
- Publish
- Test
- Timeline: 60 days

Vendor Item
Inventory Item/Loc 10646

1	1000.10.05.0535.0535.0500.0000.0000.42200.	30110.00

Bill To	Requisition 00009949-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.05.0535.0535.0500.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
TRALIANT HOLDINGS INC	OFFICE OF PROF. RESPONSIBILITY
1600 ROSECRANS AVE	200 GOVERNMENT ST ATTN: KIM
4TH FL MEDIA CENTER	3RD FLOOR (OPR)
	MOBILE, AL 36602
MANHATTAN BEACH, CA 90266	zirlottk@cityofmobile.org
Tel#323-925-4097	
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602

Requisition Link

Requisition Total 30110.00

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

Account	Amount	Remaining Budget
1000.10.05.0535.0535.0500.0000.0000.42200.		
	30110.00	274894.33
OFFICE OF PROF. RESP. EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	05/16/23	DANIEL DAVIS	Auto approved by: 910519642
Approved	05/16/23	ROBERT LASKY	
Queued	05/16/23	DONALD ROSE	
Queued	05/16/23	SANDRA LEWIS	
Queued	05/16/23	JOHN PAINE	
Queued	05/16/23	MICHAEL SPAFFORD	
Queued	05/16/23	ANNE FOLEY	

Bill To	Requisition 00009949-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.05.0535.0535.0500.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
TRALIANT HOLDINGS INC	OFFICE OF PROF. RESPONSIBILITY
1600 ROSECRANS AVE	200 GOVERNMENT ST ATTN: KIM
4TH FL MEDIA CENTER	3RD FLOOR (OPR)
	MOBILE, AL 36602
MANHATTAN BEACH, CA 90266	zirlottk@cityofmobile.org
Tel#323-925-4097	
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	3RD FLOOR (OPR)
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

Submitted by:
Nick Amberger, PE, Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:
Sidewalk Installation

Amount of Contract:
$557,555.00

Funding Source

Project # C0722 **Discretionary Funds**

Project String 2000200048010 **Contract Number:**4472

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Sidewalk Installation	Cover Memo	5/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/31/2023 - 1:17 PM
Capital	Rhodes, Brenda	Approved	5/31/2023 - 4:36 PM
Legal	Kern, Chris	Approved	5/31/2023 - 4:50 PM
Mayors Office	Montgomery, Brandi	Approved	6/1/2023 - 2:42 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Wolf Ridge/Beau Terra Sidewalks COM Project: 2022-3005-07

PROJECT #: C0722 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Sidewalk Installation

_____

CONTRACT AMOUNT: $557,555.00

VENDOR NAME: Chris Brewer Contracting, Inc.

VENDOR NUMBER: 283379

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? YX__ N___; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: Jessica White **Date** 5/31/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman Cory Penn

WHEREAS, bids for sidewalk and ramp repairs for district 1 were received and opened on May 3, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Chris Brewer Contracting, Inc., in the amount of $557,555.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Chris Brewer Contracting, Inc.

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

Name of Company: Chris Brewer Contracting, Inc.

Project Name: Wolf Ridge/Beau Terra Sidewalks (D#1)

Project Number: 2022-3005-07

Amount: $557,555.00

Adopted:

_____

City Clerk

(5)

MOBILE
ALABAMA

WOLF RIDGE/BEAU TERRA SIDEWALKS

PROJECT NO. 2022-3005-07

BID DATE – MAY 3, 2023



ADDENDUM NO. 1

WOLF RIDGE / BEAU TERRA SIDEWALKS

CITY OF MOBILE PROJECT NO. 2022-3005-07
BID DATE: MAY 3, 2023
ADDENDUM NO. 1
ISSUED: APRIL 28, 2023

THE CONTRACT DOCUMENTS SHALL BE CHANGED AS FOLLOWS:

1. **REPLACE ITEM III, PROPOSAL**, IN ITS ENTIRETY WITH THE ATTACHED BID PROPOSAL
2. **REPLACE SHEET G101**.
3. **REPLACE SHEET C606**.

Note: Pay items and quantities were revised.

We, as duly authorized representatives of CHRIS BREWER CONTRACTING, INC. (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

C.S. Brewer
Signature

5.2.23
Date

C.S. BREWER
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 40677

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CHRIS BREWER CONTRACTING INC

MOBILE, AL 36612

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **November 30, 2023** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

190392

28th day of **November, 2022**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

STATE OF ALABAMA

CONTROL NO.
6757633

MOBILE COUNTY

LICENSE NO.
2302898

ACCOUNT NO.
536611

ISSUED TO:
CHRIS BREWER CONTRACTING INC
PO BOX 70211
MOBILE, AL 36670

LICENSE YEAR
2022-2023

DATE ISSUED		
10	12	2022
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
3025 DIAL ST
MOBILE, AL 36612

EXPIRES
September 30, 2023
RENEW IN OCTOBER

RL:
U81 - #6757633 - T2 - P3846912 - M1

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS ($200k+)	375.00	2.25	0.00	0.00	0.00	377.25

	TOTAL	377.25
	MAIL FEE	1.00
	TOTAL WITH MAIL FEE	378.25

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter
State Comptroller

Name of Purchaser

Vernon Barnett
Commissioner of Revenue
NICK MATRANGA

Issuing Authority

Issuing Authority

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Certificate of Contractor's and Subcontractor's Insurance VII

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Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, May 3, 2023, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2022-3005-07
Project:	Wolf Ridge/Beau Terra Sidewalks
Project Description:	Sidewalk Installation

Plans and contract documents may be inspected and obtained from **Thompson Engineering Inc., 2970 Cottage Hill Road Suite 190, Mobile, Alabama 36606** upon payment of 150 dollars ($150.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on April 28, 2023.

A Mandatory Pre-Bid Conference will be held at the Conference Room, 2nd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on April 26, 2023, at 9:00 a.m. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; **"Bid for completion of Wolf Ridge/Beau Terra Sidewalks, City of Mobile Project No. 2022-3005-07, in the City of Mobile, Alabama"**.

PLEASE PUBLISH IN THE ISSUES APRIL 5TH, APRIL 12TH, AND APRIL 19TH, 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules, and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed, and marked on the outside **"Bid for completion of Wolf Ridge/Beau Terra Sidewalks, City of Mobile Project No. 2022-3005-07, in the City of Mobile, Alabama"**.

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a **Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once

report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall

give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ADDENDUM NO. 1

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 5.2.23

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by THOMPSON ENGINEERING, as well as the premises.

Project Name: Wolf Ridge / Beau Terra Sidewalks
Project No: 2022-3005-07
Project Description: **Sidewalk construction along Wolf Ridge Road between Moffett Road and Stanford Road**
Major work items include: **Construction of concrete sidewalk and extension of an existing box culvert**

The Bidder further agrees to construct the improvements in **110** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Thompson Engineering, 2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606. In order to receive consideration, the request must be received before 12:00 p.m. on April 28, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM NO. 1

The following items shall be constructed in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction*, 2018, Non-metric Edition, except as modified herein:

NOTES:

1. The following unit prices shall include all labor, materials, equipment rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

2. Bidder understands that the Owner reserves the right to reject any and all bids.

ITEM NUMBER	ITEM DESCRIPTION	UNIT AMOUNT	UNIT QUANTITY	UNIT	EXTENDED TOTAL
201A000	Clearing And Grubbing (Including Crepe Myrtles) For Ten thousand Dollars And Zero Cents Per Lump Sum	$ 10,000.00	1	Lump Sum	$ 10,000.00
206C000	Removing Concrete Sidewalk (Includes saw cutting, all depths) For Fifteen Dollars And Zero Cents Per Square Yard	$ 15.00	24	Square Yard	$ 360.00
206D002	Removing Curb (Including saw cutting, all types) For Twenty Dollars And Zero Cents Per Linear Foot	$ 20.00	110	Linear Foot	$ 2,200.00
206E000	Removing Headwalls (Includes Wingwall) For Two Hundred Fifty Dollars And Zero Cents Per Each	$ 250.00	2	Each	$ 500.00
210A000	Unclassified Excavation For Twenty Five Dollars And Zero Cents Per Cubic Yard	$ 25.00	250	Cubic Yard	$ 6,250.00
210D022	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0) For Twenty Dollars And Zero Cents Per Cubic Yard	$ 20.00	3250	Cubic Yard	$ 65,000.00
214A000	Structure Excavation For Twenty Dollars And Zero Cents Per Cubic Yard	$ 20.00	20	Cubic Yard	$ 400.00
214B001	Foundation Backfill, Commercial For Twenty Five Dollars And Zero Cents Per Cubic Yard	$ 25.00	15	Cubic Yard	$ 375.00
408A051	Planing Existing Pavement (Approximately 0.00" Thru 1.0" Thick) For Twenty Dollars And Zero Cents Per Square Yard	$ 20.00	40	Square Yard	$ 800.00
429A223	Improved Bituminous Concrete Wearing Surface Layer, Patching, 1/2" Maximum Aggregate Size Mix, ESAL Range B For Two Hundred Fifty Dollars And Zero Cents Per Ton	$ 250.00	10	Ton	$ 2,500.00
453A001	Removal of Concrete Pavement (Includes saw cutting, all depths) For Ten Dollars And Zero Cents Per Square Yard	$ 10.00	105	Square Yard	$ 1,050.00
502A000	Steel Reinforcement For One Dollars And Fifty Cents Per Pound	$ 1.50	2050	Pound	$ 3,075.00
517A000	Handrail For One Hundred Twenty Dollars And Zero Cents Per Linear Foot	$ 120.00	162	Linear Foot	$ 19,440.00
517J001	Relocate Existing Sign For Three Hundred Dollars And Zero Cents Per Each	$ 300.00	3	Each	$ 900.00
524A010	Culvert Concrete (Wings) For One Thousand Dollars And Zero Cents Per Cubic Yard	$ 1,000.00	12	Cubic Yard	$ 12,000.00

ADDENDUM NO. 1

ITEM NUMBER	ITEM DESCRIPTION	UNIT AMOUNT	UNIT QUANTITY	UNIT	EXTENDED TOTAL
524B010	Culvert Concrete Extension (5'x4') (with apron and 5' toewall) For Three Thousand Five Hundred Dollars And Zero Cents Per Cubic Yard	$ 3,500.00	25	Cubic Yard	$ 87,500.00
533A099	24" Storm Sewer Pipe (Class 3 R.C.) For Eighty Dollars And Zero Cents Per Linear Foot	$ 80.00	40	Linear Foot	$ 3,200.00
600A000	Mobilization For FiftyThousand Dollars And Zero Cents Per Lump Sum	$ 50,000.00	1	Lump Sum	$ 50,000.00
610A004	Loose Riprap, Class 2, 24" Thick For Two Hundred Dollars And Zero Cents Per Square Yard	$ 200.00	4	Square Yard	$ 800.00
610D003	Filter Blanket, Geotextile For Ten Dollars And Zero Cents Per Square Yard	$ 10.00	16	Square Yard	$ 160.00
618A000	Concrete Sidewalk, 4" Thick For Sixty Dollars And Zero Cents Per Square Yard	$ 60.00	2260	Square Yard	$ 135,600.00
618A001	Concrete Sidewalk, 6" Thick For Seventy Dollars And Zero Cents Per Square Yard	$ 70.00	5	Square Yard	$ 350.00
618B003	Concrete Driveway, 6" Thick (Includes Wire Mesh) For Eighty Five Dollars And Zero Cents Per Square Yard	$ 85.00	20	Square Yard	$ 1,700.00
618C001	Detectable Warning Surface For Thirty Dollars And Zero Cents Per Square Foot	$ 30.00	105	Square Foot	$ 3,150.00
618D001	Handicap Ramp (All Types) (Incl Excavation) For One Thousand Two Hundred Fifty Dollars And Zero Cents Per Each	$ 1,250.00	13	Each	$ 16,250.00
619A127	24" Side Drain Pipe End Treatment, Class 2 (3:1 Slope) For Two Thousand Two Hundred Dollars And Zero Cents Per Each	$ 2,200.00	1	Each	$ 2,200.00
621E004	Manholes, Type L Or M (Storm) For Four Thousand Dollars And Zero Cents Per Each	$ 4,000.00	1	Each	$ 4,000.00
623B000	Concrete Curb (All Types) For Thirty Four Dollars And Zero Cents Per Linear Foot	$ 34.00	110	Linear Foot	$ 3,740.00
650A000	Topsoil For Twenty Dollars And Zero Cents Per Cubic Yard	$ 20.00	930	Cubic Yard	$ 18,600.00
654A000	Solid Sodding (Match Existing) For Ten Dollars And Zero Cents Per Square Yard	$ 10.00	1920	Square Yard	$ 19,200.00
660D047	Trees, Lagerstroemia Indica (Crepe Myrtle, White) For Eight Hundred Fifty Dollars And Zero Cents Per Each	$ 850.00	31	Each	$ 26,350.00
665A000	Temporary Seeding For One Thousand Five Hundred Dollars And Zero Cents Per Acre	$ 1,500.00	1	Acre	$ 1,500.00
665B001	Temporary Mulching For Seven Hundred Fifty Dollars And Zero Cents Per Ton	$ 750.00	2	Ton	$ 1,500.00

ADDENDUM NO. 1

ITEM NUMBER	ITEM DESCRIPTION	UNIT AMOUNT	UNIT QUANTITY	UNIT	EXTENDED TOTAL
665J002	Silt Fence For Five Dollars And Zero Cents Per Linear Foot	$ 5.00	2650	Linear Foot	$ 13,250.00
665O001	Silt Fence Removal For One Dollars And Zero Cents Per Linear Foot	$ 1.00	2650	Linear Foot	$ 2,650.00
665Q002	Wattle For Fifteen Dollars And Zero Cents Per Linear Foot	$ 15.00	820	Linear Foot	$ 12,300.00
674A000	Construction Safety Fence For Three Dollars And Fifty Cents Per Linear Foot	$ 3.50	1030	Linear Foot	$ 3,605.00
690A000	Project Sign For One Thousand Two Hundred Dollars And Zero Cents Per Each	$ 1,200.00	1	Each	$ 1,200.00
703A002	Traffic Control Markings. Class 2, Type A (White) For Twenty Dollars And Zero Cents Per Square Foot	$ 20.00	445	Square Foot	$ 8,900.00
740A000	Traffic Control For Seven Thousand Five Hundred Dollars And Zero Cents Per Lump Sum	$ 7,500.00	1	Lump Sum	$ 7,500.00
999X000	Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer For Seven Thousand Five Hundred Dollars Per Lump Sum	$ 7,500.00	1	Lump Sum	$ 7,500.00
				Total Bid =	**$ 557,555.00**

ADDENDUM NO. 1

Base Bid

Total (All items listed in Proposal) 554,555.00

Written in words Five hundred fifty seven thousand five hundred fifty five 00/100

Number of working days to complete 110

Signature of Bidder C.S. Brewer
(If a firm or individual)

Address of Bidder P.O. Box 70211
Mobile, AL. 36607

By C.S. Brewer

Signature of Bidder C.S. Brewer
(If a Corporation)

By C.S. Brewer
President

Business Address P.O. Box 70211 Mobile, AL. 36607

C.S. Brewer
Print

Business

Address

Secretary

Print

Business

Address

Treasurer

Print

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: Kim Driscoll
Secretary

40677
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Chris Brewer Contracting, Inc.
(Name of Contractor)
PO Box 70211 Mobile, AL 36607
(Address)
as Principal, and Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive Oklahoma City, OK 73134
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Wolf Ridge/Beau Terra Sidewalks, City of Mobile Project No. 2022-3005-07.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered May 3, 2023 (Date)

Chris Brewer Contracting, Inc. (Contracting Firm)

Witness as to Principal By: C.S. Brewer (SEAL)

Granite Re, Inc. (Name of Surety)

COUNTERSIGNED: Francis Ware AL#0453430

Alabama Resident Agent By Francis Ware
Attorney-in-Fact & Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 3rd day of May, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Chris Brewer Contracting, Inc. 3025 Dial Street Mobile, AL 36612 as Principal and Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Five hundred fifty seven thousand five hundred fifty five and 00/100 Dollars ($ 557,555.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2023 (hereinafter called the Contract) for Wolf Ridge/Beau Terra Sidewalks Project No 2022-3005-07 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

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

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20 23 .

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: _____

(Signature)

ATTEST: _____

(Signature)

C.S. BREWER

(Print)

Kim Driscoll (Print)

ITS: President

(Title)

ITS: _____

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: _____

(Signature)

ATTEST: _____

Francis Ware

(Print)

(Signature)

ITS: Attorney-in-Fact

(Title)

Susanna Bader (Print)

ITS: Account Manager

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this ____ day of _____, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

Bond # GRAL59167

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Chris Brewer Contracting, Inc. 3025 Dial Street Mobile, AL 36612
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Five hundred fifty seven thousand five hundred fifty five and 00/100 dollars ($ 557,555.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20 23 entered into a Contract with the Owner for Wolf Ridge/Beau Terra Sidewalks Project No 2022-3005-07 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20 23 .

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Chris Brewer Contracing, Inc.

BY: _____
(Signature)

ATTEST: _____
(Signature)

_____
(Print)

Kim Driscoll (Print) ITS: President

ITS: _____ (Title)

(Title)

(Surety sign here) (Corporate name)
Granite Re, Inc.

BY: _____
(Signature)

ATTEST: _____
(Signature)

Francis Ware
(Print)

Susanna Bader (Print) ITS: Attorney-in-Fact

ITS: Account Manager (Title)

(Title)

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: 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.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety

measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and**

debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard

Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The Contractor shall provide, install, and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained

throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

46. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

47. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

50. Workmen shall wear reflectorized vests, shirts, or jackets.

51. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

52. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

53. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

54. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each

invoice and with final closeout documents.

55. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

56. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

57. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Chris Brewer Contracting, Inc. , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Wolf Ridge/Beau Terra Sidewalks
Project No: 2022-3005-07
Project Description: Sidewalk construction along Wolf Ridge Road between Moffett Road and Stanford Road
Major work items include: Construction of concrete sidewalk and extension of an existing box culvert

City of Mobile Project Number **2022-3005-07**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 557,555.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete

the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **THOMPSON ENGINEERING, INC.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: C.S. Brewer

~~ITS~~ PRESIDENT

C.S. BREWER (Print)

ATTEST:

Kim Driscoll

ITS SECRETARY

Kim Driscoll (Print)

5/22/23

DATE

Corporate Seal

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure.

5. OMIT

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER.

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:*

618.E.1

Description

This section shall include the work of furnishing, installing, cutting, and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall

have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools, and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes requires cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. OMIT

10. OMIT

11. OMIT

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

    654.A.1

    Description
    This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

    654.A.2

    Basis of Payment
    Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools, and incidentals necessary to complete this item.

14. ITEM 690-A *PROJECT SIGN:*

    690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools, and incidentals necessary to complete this item.

15. OMIT

16. ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

17. ITEM 999-A WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER.

Description
This section specifies administrative and procedural requirements governing handling and processing work of similar nature utilizing bid items and unit prices to be determined by Engineer. This has been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

Materials

All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Project Engineer or the City of Mobile

Construction Requirements

The equipment used for installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement

All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Project Engineer or the City of Mobile.

Basis of Payment

a. UNIT PRICE COVERAGE.

The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

$$\frac{Value\ of\ work\ performed\ (in\ dollars)}{Lump\ sum\ value\ of\ pay\ item\ (in\ dollars)} = Amount\ payable\ (in\ percent)$$

b. PAYMENT SHALL BE MADE UNDER ITEM NO.:

999A-000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer – per lump sum.

ATTACHMENT "A"
LOCATION



WOLF RIDGE/BEAU TERRA SIDEWALKS
MOBILE, AL

thompson
ENGINEERING

FIGURE 1
ATTACHMENT A

PROJECT NO: 2022-3005-07

DATE: MARCH 2023

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 FAX (A/C, No): 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AlaComp	
INSURER B : Midwest Employers Casualty Co.	23612
INSURER C : Pennsylvania National Mutual Casualty	14990
INSURER D : Penn National Security Insurance Co	32441
INSURER E : Colony Specialty Insurance Company	36927
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 981440319 **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	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	GY92014239	2/15/2023	2/15/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 500						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
D	AUTOMOBILE LIABILITY	Y	Y	AX92014239	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired Physic X Damage						HPD Deductible	$ 500
C	X UMBRELLA LIAB X OCCUR			UL92014239	2/15/2023	2/15/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	15491000 PDAL155000	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Leased/Rented Equip Cargo			IM2579530	2/15/2023	2/15/2024	Limit 250,000 Limit 50,000	Ded 2,500 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: The Wolf Ridge / Beau Terra Sidewalks.
City of Mobile is included as Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable) which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. 30 day notice of cancellation, non renewal or material change shall apply (except 10 days for non payment).

CERTIFICATE HOLDER
City of Mobile
P.O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Chris Brewer Contracting, Inc
Address	3025 Dial Street Mobile, AL 36612 Type text here
Telephone	251-456-7270
E-Mail	chris@chrisbrewercontracting.com

RFP/RFQ Solicitation Number	2022-3005-07
Project Description	Sidewalk construction along Wolf Ridge Road between Moffett Road and Stanford Road
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 18 Female 2 Minority 12 Non-minority 8 SDVO _____ Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Chris Brewer

Signature: C.S. Brewer Date: 05/03/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Randall Carter Title: Project Manager

Email: randall@chrisbrewercontracting.com Phone: 251-721-5100

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Chris Brewer Contracting, Inc Your Bid/Proposal Amount $ 557,555.00 Date: 05/03/2023

05 / 03 / 2023 Description Wolf Ridge / Beau Terra Sidewalks

Name of Bidder/Proposer: Chris Brewer Contracting, Inc

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Bayou Concrete		Concrete	47,392.18	8.5%	No	
Mobile Asphalt		Asphalt	8,698.00	1.56%	No	
D.O.T. Construction		Hauling	83,633.00	15%	Yes	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Chris Brewer Contracting, Inc

Contact Person: Chris Brewer Phone 251-456-7270 Email chris@chrisbrewercontracting.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Chris Brewer Contracting, Inc.	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION: 2022-3005-07 Wolf Ridge / Beau Terra Sidewalks		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL_____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: C.S. Brewer

SIGNATURE: C.S. Brewer President (Title) 5/3/2023 (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Chris Brewer (affiant) who, being duly sworn says as follows:

President/CEO of Chris Brewer Contracting, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Chris Brewer Contracting, Inc that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Chris Brewer Contracting, Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 498926.

C.S. Brewer

CEO of Chris Brewer Contracting, Inc

Sworn to and subscribed before me this the 3rd day of May, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Kendall Hurd Carter

Signature and Seal of Notary Public

KENDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print) Kimberly Driscoll	Title Accounting Clerk
Kim Driscoll Signature	5/3/23 Date
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify Information relating to your Company:	
Company Name:	Chris Brewer Contracting Inc
Company Facility Address:	3025 Dial Street Mobile, AL 36607
Company Alternate Address:	
County or Parish:	Mobile

Employer Identification Number:	20-2329945 e-verify company id 498926
North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	20
Number of Sites Verified or:	1

Are you verifying for more than one site? No
If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Kimberly Driscoll
Telephone Number:	251-456-7270
Fax Number:	251-456-7271
E-mail Address:	accounting@chrisbrewercontracting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE WOLF RIDGE/ BEAU TERRA SIDEWALKS
CITY PROJECT NO. 2022-3005-07

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE WOLF RIDGE/BEAU TERRA SIDEWALKS
CITY PROJECT NO. 2022-3005-07

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

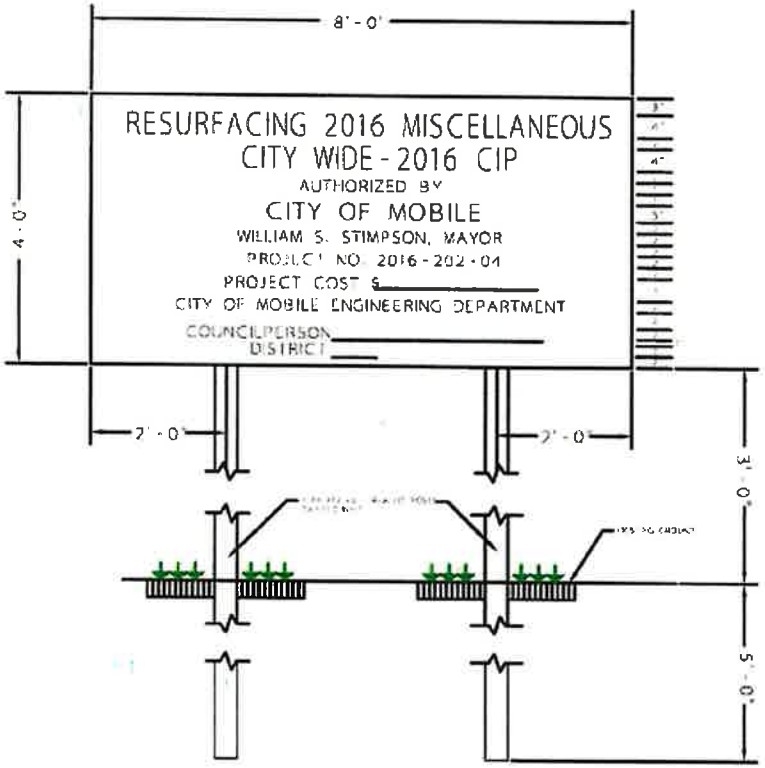
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



Note: This detail is provided as an example only. Text will be project specific.

PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

LETTER	REVISIONS	DATE

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 1
SCALE: N.T.S. | DATE: NOV 20, 2013

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 05/03/2023

Name of Project: Wolf Ridge/Beau Terra Sidewalk
Project Number: 2022-3005-07

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS: 557,555.00	$ 11,012.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Chris Brewer Contracting Inc

Mailing Address PO Box 70211 Mobile AL 36607

***By (Legal Signature)** C.S. Brewer

*Name (type or print) Chris Brewer (Seal)

*Title President

Telephone Number 251-370-4600

AGENDA ITEM SUMMARY SHEET

Agenda of:6/6/2023

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 arising out of the claim of Shiron Allen

Amount of Contract:

n/a

Effective Date of Contract:

6/13/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - S Allen

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
Resolution for Settlement Agreement and Release of Claims - S Allen	Resolution Letter	6/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	6/1/2023 - 2:29 PM
			6/1/2023 - 2:29

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	6/1/2023 - 2:36 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Shiron Allen, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D001\P005\00116795.doc