AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, February 7, 2023, 10:30 AM

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

   Rev. Milton Saffold, Stone Street Baptist Church

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   January 24 and 31, 2023

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Amber Houston for a waiver of the Noise Ordinance at 3101 Heather Street on March 25, 2023, from 5:00 p.m. - 10:00 p.m. (District 1).

   Request of Richards DAR House for a waiver of the Noise Ordinance at Mardi Gras Park on March 11, 2023, from 12:00 p.m. - 3:00 p.m. (District 2).

   Request of Pyro Productions, on behalf of Mobile Mystics, for a waiver of the Noise Ordinance at Arthur R. Outlaw Convention Center on February 11, 2023, from 11:59 p.m. - 12:30 a.m. (District 2).

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 1605 Robinson Street a public nuisance and order it demolished (District 2).

    Public hearing to declare the structure at 2554 Halls Mill Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2556 Halls Mill Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 503 Malvern Drive a public nuisance and order it demolished (District 5).

Public hearing to fix costs for demolition of the structures at 2051 A & B Woodlawn Drive, N., 2055 A & B Woodlawn Drive, N., 2059 A & B Woodlawn Drive, N., 2063 A & B Woodlawn Drive, N., 1050 A & B Woodlawn Drive E., 1052 A & B Woodlawn Drive, E., 1056 A & B Woodlawn Drive, E., 1058 A & B Woodlawn Drive, E., 2050 A & B Woodlawn Drive, S., 2052 A & B Woodlawn Drive, S., 2054 A & B Woodlawn Drive, S., 2056 A & B Woodlawn Drive, S., 2058 A & B Woodlawn Drive, S., 2060 A & B Woodlawn Drive, S., and Maintenance Building; $143,845.88 (District 3).

Public hearing to fix costs for demolition of the structures at 2004 A, B, C, & D Woodlawn Drive, N., 2006 A & B Woodlawn Drive, N., 2008 A & B Woodlawn Drive, N., 2010 A & B Woodlawn Drive, N., 2012 A, B, C, & D Woodlawn Drive, N., 2014 A & B Woodlawn Drive, N., 2050 A & B Woodlawn Drive, N., 2052 A & B Woodlawn Drive, N., 2054 A & B Woodlawn Drive, N., 2056 A & B Woodlawn Drive, N., 2060 A & B Woodlawn Drive, N., 2062 A & B Woodlawn Drive, N., 2064 A & B Woodlawn Drive, N., and Laundry Building; $159,236.60 (District 3).

Public hearing to fix costs for demolition of the structures at 1060 A, B, C, & D Dauphin Island Parkway, 2055 A & B Woodlawn Drive, N., 1051 A & B Woodlawn Drive E., 1053 A & B Woodlawn Drive, E., 1057 A & B Woodlawn Drive, E., 1059 A & B Woodlawn Drive, E., 2051 A & B Woodlawn Drive, S., 2053 A & B Woodlawn Drive, S., 2055 A & B Woodlawn Drive, S., and 2059 A & B Woodlawn Drive, S.; $113,064.62 (District 3).

Public hearing to fix costs for demolition of the structures at 2101 A & B Woodlawn Drive, S., and 2013 A & B Woodlawn Drive, S.; $20,720.84 (District 3).

Public hearing to fix costs for demolition of the structures at 2100 A & B Woodlawn Drive, S., 2102 A & B Woodlawn Drive, S., 2104 A & B Woodlawn Drive, S., 2106 A & B Woodlawn Drive, S., and 2108 A & B Woodlawn Drive, S.; $51,502.10 (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

David Richey - Comments regarding annexation.

Kalenski Adams - Provide information about community school tour.

Patsy Alexander - Requesting verbal, physical and financial support for Holiday

Transitional Center, a non-profit for homeless women.

Timothy Hollis - Will present a petition to move Council meetings to 6:00 p.m.

Alphonso Muhammad - Introduce himself as the representative for the Nation of Islam.

Derick Payne - Asking for updates on projects at Heroes Park.

Reggie Hill - Committee meetings, citizen engagement, and social service spending.

12. ORDINANCES HELD OVER

88-006 Ordinance approving a Land Exchange and authorizing the execution of a Land Exchange agreement between the Board of School Commissioners of Mobile County and the City of Mobile (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS HELD OVER

40-1089 Declare the structure at 1812 Legrande Drive a public nuisance and order it demolished (sponsored by Councilmember Penn).

14. RESOLUTIONS HELD OVER

01-106 Authorize a project agreement between the City and Adams Street Property, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-107 Approve item based bid for printing of Parks & Rec. Dept. Quarterly Event Books (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-108 Approve item based bid for Approval for printing of banners, posters, and postcards for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-109 Approve purchase order to Gametime for surface repair materials and services for Henry Aaron Park; $15,460.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-110 Approve purchase order to Gametime for surface repair materials and services for Doyle Park; $28,924.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-111 Approve purchase order to Gametime for surface repair materials and services for Medal of Honor Park; $28,359.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-112 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-113 Approve purchase order to Graybar Electric Co., Inc. for parking lot light fixtures and supplies at Medal of Honor Park; $16,378.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-114 Approve purchase order to Harrells, LLC for fertilizer for Azalea City Golf Course; $15,058.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-115 Approve purchase order to World Class Athletic Surfaces, Inc. for tennis court paint and repair materials; $34,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-116 Approve purchase order to Stivers Ford Lincoln, Inc. for 16 crew cab pickup trucks for Motor Pool; $651,738.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-117 Authorize contract with Mott MacDonald Architects, Inc. for phase one-engineering & design at the Africatown Welcome Center; $399,974.50 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-118 Authorize contract with Barter & Associates, Inc. for structural wall replacement design at Sullivan and Langan Parks; $46,650.00 (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-119 Authorize contract with Evan Terry Associates, LLC for design services of new parking facility at the Mobile Civic Center; $850,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-120 Authorize a grant application to the Department of Homeland Security, Federal Emergency Management Agency, in the amount of $1,421,630.00 for the FY22 Assistance to Firefighters Grant Program (10% match requirement) (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

31-121 Authorize a grant application to the Alabama Historical Commission for the FY23 Certified Local Government Grant Program; $13,600.80 (60:40 match requirement) (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

60-122 Adopt the Community & Housing Development CDBG, HOME, and ESG 2023-24 Action Plan (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

60-123 Adopt an additional public service provider to the CDBG 2023-24

Action Plan-Boys and Girls Club (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

60-124 Authorize Settlement Agreement and Release of Claims; Wood (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-130 Approve purchase order for a rear-mount aerial quint fire truck; $1,052,024.00 (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

09-131 Transfer funds from District 1 Discretionary Account to Mobile Police Department General Fund Account (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

09-132 Transfer funds from District 3 Discretionary Account to Mobile Police Department General Fund Account (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

37-133 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Bohaydens, 622 St. Louis Street (sponsored by Councilmember Carroll).

37-134 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to El Milagro, 5955 Old Shell Road (sponsored by Councilmember Jones).

40-135 Declare the structure at 1605 Robinson Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-136 Declare the structure at 2554 Halls Mill Road a public nuisance and order it demolished (sponsored by Councilmember Small).

40-137 Declare the structure at 2556 Halls Mill Road a public nuisance and order it demolished (sponsored by Councilmember Small).

40-138 Declare the structure at 503 Malvern Drive a public nuisance and order it demolished (sponsored by Councilmember Daves).

40-139 Fix costs for demolition of the structures at 2051 A & B Woodlawn Drive, N., 2055 A & B Woodlawn Drive, N., 2059 A & B Woodlawn Drive, N., 2063 A & B Woodlawn Drive, N., 1050 A & B Woodlawn Drive E., 1052 A & B Woodlawn Drive, E., 1056 A & B Woodlawn Drive, E., 1058 A & B Woodlawn Drive, E., 2050 A & B Woodlawn Drive, S., 2052 A & B Woodlawn Drive, S., 2054 A & B Woodlawn Drive, S., 2056 A & B Woodlawn Drive, S., 2058 A & B Woodlawn Drive, S., 2060 A & B Woodlawn Drive, S., and Maintenance Building (sponsored by Councilmember Small).

40-140 Fix costs for demolition of the structures at 2004 A, B, C, & D

Woodlawn Drive, N., 2006 A & B Woodlawn Drive, N., 2008 A & B Woodlawn Drive, N., 2010 A & B Woodlawn Drive, N., 2012 A, B, C, & D Woodlawn Drive, N., 2014 A & B Woodlawn Drive, N., 2050 A & B Woodlawn Drive, N., 2052 A & B Woodlawn Drive, N., 2054 A & B Woodlawn Drive, N., 2056 A & B Woodlawn Drive, N., 2060 A & B Woodlawn Drive, N., 2062 A & B Woodlawn Drive, N., 2064 A & B Woodlawn Drive, N., and Laundry Building (Councilmember Small).

40-141 Fix costs for demolition of the structures at 1060 A, B, C, & D Dauphin Island Parkway, 2055 A & B Woodlawn Drive, N., 1051 A & B Woodlawn Drive E., 1053 A & B Woodlawn Drive, E., 1057 A & B Woodlawn Drive, E., 1059 A & B Woodlawn Drive, E., 2051 A & B Woodlawn Drive, S., 2053 A & B Woodlawn Drive, S., 2055 A & B Woodlawn Drive, S., and 2059 A & B Woodlawn Drive, S. (sponsored by Councilmember Small).

40-142 Fix costs for demolition of the structures at 2101 A & B Woodlawn Drive, S., and 2013 A & B Woodlawn Drive, S. (sponsored by Councilmember Small).

40-143 Fix costs for demolition of the structures at 2100 A & B Woodlawn Drive, S., 2102 A & B Woodlawn Drive, S., 2104 A & B Woodlawn Drive, S., 2106 A & B Woodlawn Drive, S., and 2108 A & B Woodlawn Drive, S. (sponsored by Councilmember Small).

46-144 Honorarily rename Seale Street to "Honorary Charlie Jackson, Jr. Street" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

60-145 Authorize Stipend for Captain Jonathan D. Lee to attend FBI National Academy (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety).

60-146 Determine an appropriation to The United Way of Southwest Alabama, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-147 Determine an appropriation to People United to Advance the Dream, Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Penn and Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-148 Determine an appropriation to Kingdom Covenant Connections, Inc. serves a purpose and approve payment (sponsored by Councilmembers Reynolds and Gregory) (submitted by Rebecca Christian, Accounting Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

21-149 Authorize contract with Parten Smith, Inc. for 2023 CIP City wide

sidewalk repair & maintenance; $1,911,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-150 Authorize agreement with Qwally, Inc. to electronically track local small and disadvantaged business participation with City contracts; $81,000 per year for 3 years (sponsored by Mayor Stimpson) (submitted by Archnique Kidd, Supplier Diversity).

01-151 Authorize Consulting Service Agreement with John Hoggard, d/b/a Utility Planning Network (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-152 Approve purchase order to UJ Chevrolet Co., Inc. for Chevrolet Tahoe for Public Safety Dept.; $65,190.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-153 Approve purchase order to Cellebrite, Inc. for forensic software renewal for MPD; $217,841.08 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-154 Approve purchase order to Toter, LLC for garbage cart lids, and wheels; $62,578.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-155 Approve purchase order to Joe Bullard Chevrolet for 2 Chevrolet Tahoes; $118,146.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-156 Approve purchase order to Tameron CDJRF, LLC for Dodge Ram Crew-Cab Pickup Truck; $65,552.22 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-157 Approve purchase order to Hammco Tree Service for removal of various trees and stumps; $102,585.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-158 Approve purchase order to CDW Government, LLC for Milestone Xprotect video management software for MPD; $19,341.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-159 Transfer funds from the General Fund Unassigned Fund Balance to Capital Improvement Fund for improvements at 200 Government Street; $1,000,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects Admin.).

21-160 Authorize contract with Thompson Engineering, Inc. for S. McGregor

Ave. widening (Airport Blvd. to Dauphin St.) $1,547,335.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-161 Authorize contract with Engineered Cooling Services, LLC for chiller service and maintenance at various City locations; $207,000.00 first year (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-162 Authorize contract with Geotechnical Engineering Testing, Inc. for 2022 PAYGO resurfacing; $24,858.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-163 Authorize contract with Corporate Environmental Risk Management, LLC for engineering services for 2022 PAYGO resurfacing; $90,500.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

60-164 Approve the Equal Employment Opportunity Program for the Wave Transit System (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-165 Approve the Public Transportation Agency Safety Plan for the Wave Transit System (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-166 Authorize Settlement Agreement and Release of Claims; Haynes (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

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	1/23/2023 - 9:35 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

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	2/2/2023 - 11:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

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
Houston	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:28 AM

CITY CLERK DEPARTMENT
2023 FEB -1 PM 3:12

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: Amber Houston

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-266-6868 Cell Number:

251-266-6868

Organization (if applicable)

Mailing Address of Applicant 3101 Heather St

Telephone No. 251-266-6868 E-mail address houstonamber7@gmail.com

Location or address of event where amplification will be used:

3101 Heather St Mobile, AL

Date of Event: 3/25/2023 Starting Time: 5:00pm Ending Time 10:00pm

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

Type of Event: 70th Birthday Party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Rackard	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:29 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Sandra Rackard
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-751-7449 Cell Number: Same

Organization (if applicable) Richards DAR House

Mailing Address of Applicant 2521 Greenbriar CT. Semmes 36575

Telephone No. 751-7449 E-mail address Sandra.rackard@gmail.com

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: March-23 Starting Time: 12:00 Ending Time 3:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Patriotic Commemoration

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 FEB -1 AM 11:21

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mystics	Cover Memo	2/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/7/2023 - 8:25 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Pyro Productions, Inc of behalf of Mobile Mystics
PLEASE PRINT ALL INFORMATION

Home Phone Number: 866-535-7976 Cell Number: 334-209-4745

Organization (if applicable) Mobile Mystics

Mailing Address of Applicant 2083 Helms Rd, Rehobeth, AL 36301

Telephone No. 334-209-4745 E-mail address Main@pyroproductions.com

Location or address of event where amplification will be used:
1 S Water St, Mobile, AL 36602

Date of Event: 02/11/2023 Starting Time: 11:59 p.m. Ending Time 12:30 a.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Fireworks Display

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 FEB -6 PM 4:20

Noise Ordinance Request

Wigfield, Kati

Mon 2/6/2023 4:14 PM

To: Byrd, Katelyne <katelyne.byrd@cityofmobile.org>

1 attachments (166 KB)

Noise Ordinance Permit Request.pdf;

Good afternoon,

Please see the attached noise ordinance waiver request. I've just received it, so I apologize for the late nature of it. I am still awaiting the copies of the company's approvals. I have spoken to District Chief Harris with MFRD as well as Capt. Cunningham with MPD regarding the event and they have approved it at this time with restrictions that include cordoning off the area where the fall out zone will be and hiring an off-duty officer to ensure no one wanders into the fall out zone. The actual firing of fireworks will occur at 11:59 pm on 2/11/23 for 5 minutes.

If this is not enough info, please let me know .

Thank you,
Kati

Kati Wigfield
City Events Specialist
City of Mobile Parks & Recreation Department - Events Division
48 N. Sage Ave. | Mobile, Alabama 36607
Office: 251.208.1552
kati.wigfield@cityofmobile.org | mobileparksandrec.org

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 11:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 11:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 11:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 11:10 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 11:23 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 11:33 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 1:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 1:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 1:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Richey	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:32 AM

CITY CLERK DEPARTMENT
2023 JAN 27 AM 8:51

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: David Aaron Richey Date: January 26, 2023

Address: 2346 Chapel Hill Drive Mobile, Alabama 36695

Phone: (251) 423-5189 Email: bishopdarich@gmail.com

Date to Address City Council: Feb 7, 2023

Subject (must complete):
I would like to address the council regarding annexation.

Specific Questions:

Signature: David A. Richey

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Adams	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:33 AM

CITY CLERK DEPARTMENT
2023 JAN 31 AM 8:29

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Kalenski Adams Date: 1/30/23

Address: 1111 E I-65 Service Rd S, Mobile, AL 36606

Phone: 2516053543 Email: genade@opportunity4entertainers.org

Date to Address City Council: Tuesday Feb 7, 2023

Subject (must complete): Community School tour

Specific Questions:

Signature: Genade Adams

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Alexander	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:34 AM

CITY CLERK DEPARTMENT
2023 JAN 31 AM 11:52

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Patsy Alexander Date: 1/31/2023

Address: 6721 Candlelight Ct. Mobile, Al 36695

Phone: (251) 599-7318 Email patsyalexander3@aol.com

Date to Address City Council: February 7, 2023

Subject (must be completed): City of Mobile support for Holiday Transitional Center. Holiday Transitional Center is a 501(c)(3) nonprofit corporation located at 1805 Government St. Our mission is to empower, equip and provides services to women experiencing homeless nets in their goal to obtain permanent affordable housing.

Specific Questions: We are seeking verbal, physical and financial suppor.

Signature: Patsy Alexander

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hollis	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:36 AM

CITY CLERK DEPARTMENT
2023 JAN 31 PM 1:16

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Timothy Hollis Date: 1-31-23

Address: 1924 Seale St Mobile, AL 36617

Phone: 251-402-6427 Email thollis0701@bishop.edu

Date to Address City Council: 2-7-23

Subject (must be completed): Petition to Move Council Meetings to 6pm.

Specific Questions: No questions to be asked. Presenting an active petition to the council via change.org.

Signature: Timothy Hollis

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Muhammad	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:39 AM

CITY CLERK DEPARTMENT
2023 JAN 31 PM 3:25

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Alphonso Muhammad Date: 1/31/23

Address: 269 N. Broad St. 36603

Phone: 251·518·1262 Email rbatthesafricatown@att.net

Date to Address City Council: 2/07/23

Subject (must be completed): That he's been assigned to our City as the Nation of Islam from Washington D.C. and wants to introduce hisself.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Payne	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:40 AM

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Derick Payne Date: _____

Address: 6805 Autumn Ridge Dr.

Phone: (251) 331-6130 Email: _____

Date to Address City Council: 2.7.23

Subject (must complete): Heroe's Park - are there any updates on projects?

Specific Questions: _____

Signature: by phone lg

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

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	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 1:25 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, February 2, 2023 12:01 PM
To: Gauthier, Lana
Subject: 2/7/23 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Hey there. I hope this email finds you well. This is a formal request to be added to next week's Agenda. I will address the following:

* Committee Meetings
* Citizen Engagement
* Social Service Spending

Have an awesome weekend. You deserve it. See you all at the first February meeting of the year!

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:2/7/2023

Submitted by:

Carleen Stout, Real Estate

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Ordinance approved a land exchange and authorizing the execution of a Land Exchange Agreement between the Board of School Commissions of Mobile County and the City of Mobile

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
ORDINANCE	Cover Memo	1/26/2023
packet	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	1/26/2023 - 3:01 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 3:02 PM
Legal	Kern, Chris	Approved	1/26/2023 - 3:01 PM

2023

AN ORDINANCE APPROVING A LAND EXCHANGE AND AUTHORIZING THE EXECUTION OF A LAND EXCHANGE AGREEMENT BETWEEN THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY AND THE CITY OF MOBILE

Sponsored by: Mayor William S. Stimpson

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the City seeks to acquire that certain real property within Lot 3 of the De Tonti Pointe Subdivision (see attached Exhibit "A") and that Lot 1 of said subdivision is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be transferred to The Board of School Commissioners of Mobile County.

Additionally, it is hereby found and determined by the City Council of the City of Mobile, Alabama, that the City seeks to acquire those certain real properties shown on the 1107 Arlington Street Survey (see attached Exhibit “B”) and on the 261 Rickarby Street Survey (see attached Exhibit “C”).

SECTION TWO: In order to accomplish said transfer and acquisition, the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Land Exchange Agreement for the property shown above.

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

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: Carleen Stout, Real Estate Officer, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

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

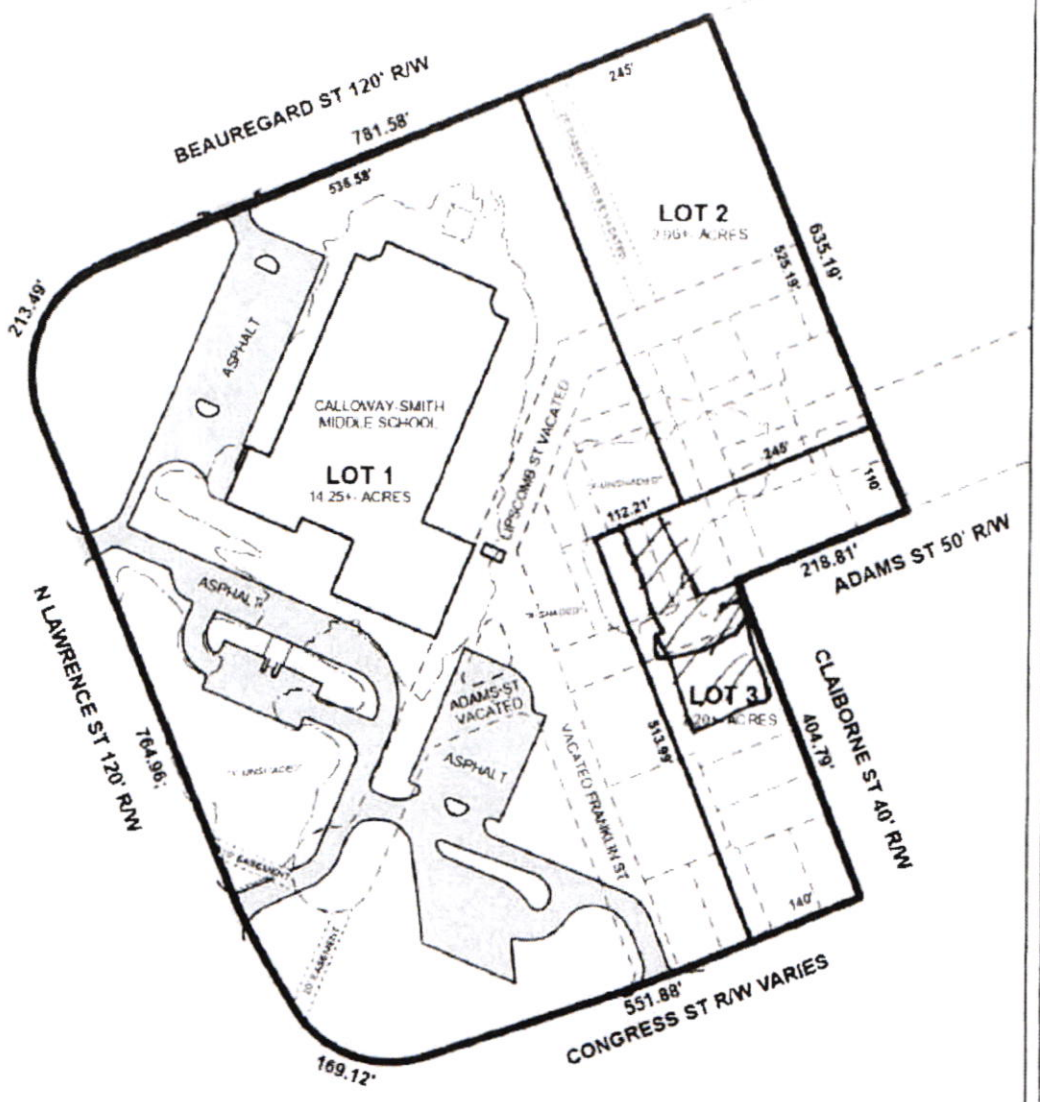
Adopted:

_____

City Clerk

EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE December 1, 2022

APPLICANT De Tonti Pointe Subdivision

REQUEST Subdivision

N

NTS

EXHIBIT B

1107 Arlington Street

LEGAL DESCRIPTION

2911360002169

METES AND BOUNDS: BEG ON THE N ROW OF PRESTON AVE AT THE SE COR OF LOT 3 PRESTON SUB # 2 DBK 156 P 446 RUN TH NLY ON E/L OF SD LOT 3 & NLY EXT THEREOF 384 FT(S) TO ARLINTON ST TH WLY ON THE ROW 220 FT(S) TH SLY 373 FT(S) TO PRESTON AVE TH E ON THE ROW 135 FT(S) TO POB PT OF DESC BEING LOTS 3 4 5 & PT LOT 6 PRESTON SUB # 2 LYING IN SEC 36 T4S R1W EXEMPT FOR EDUCATIONAL PURPOSES #SEC 36 T4S R1W #MP29 11 36 0 002

2911360003001

METES AND BOUNDS: THAT PART OF BLK 1 PRESTON S/D NO 2 DBK 156 P 446 & THAT LAND LYING N OF SD SUB & S OF ARLINGTON ST DESC AS FOLL BEG AT THE SE COR OF ARLINGTON ST & KELLOGG ST RUN TH S ON THE ROW 381 FT(S) TO PRESTON AVE TH E ON THE ROW 580 FT(S) TH N 373 FT(S) TO ARLINGTON ST TH W ON THE ROW 407(S) TO POB EXEMPT FOR EDUCATIONAL PURPOSES #SEC 36 T4S R1W #MP29 11 36 0 003

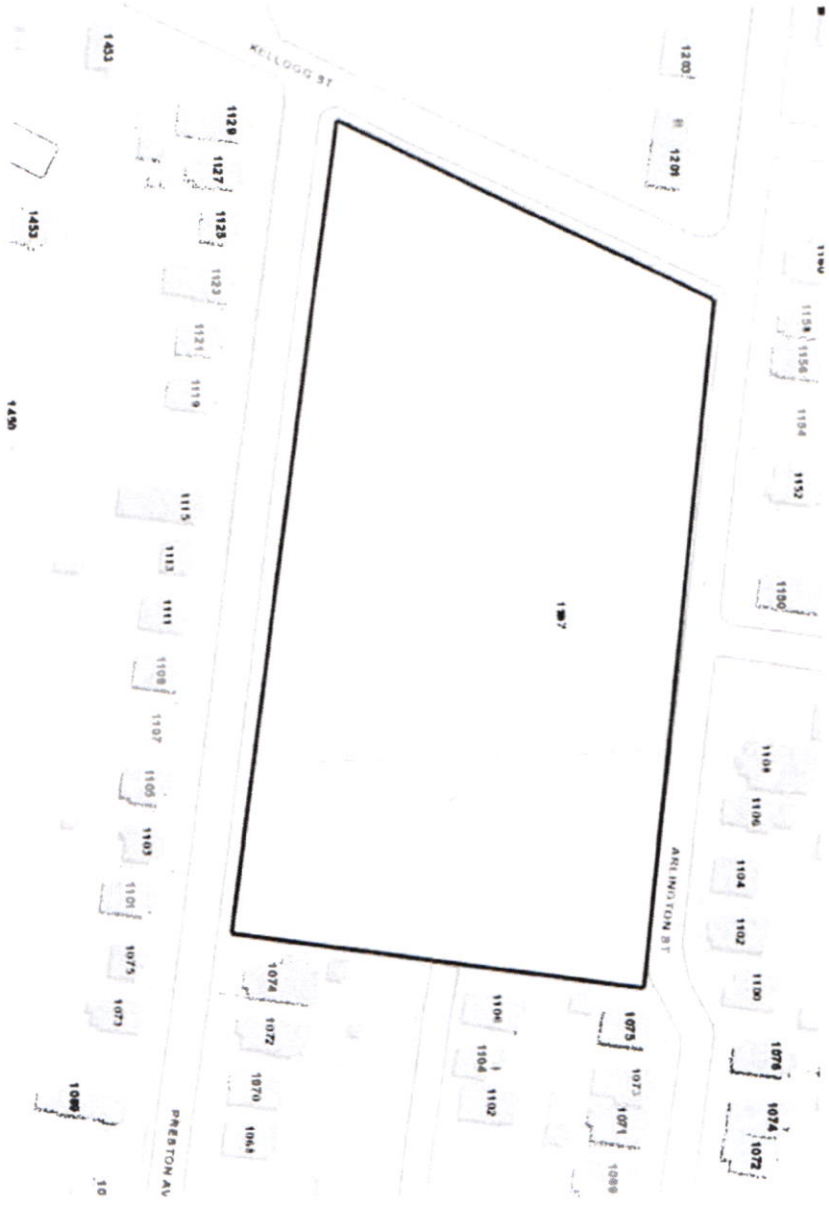
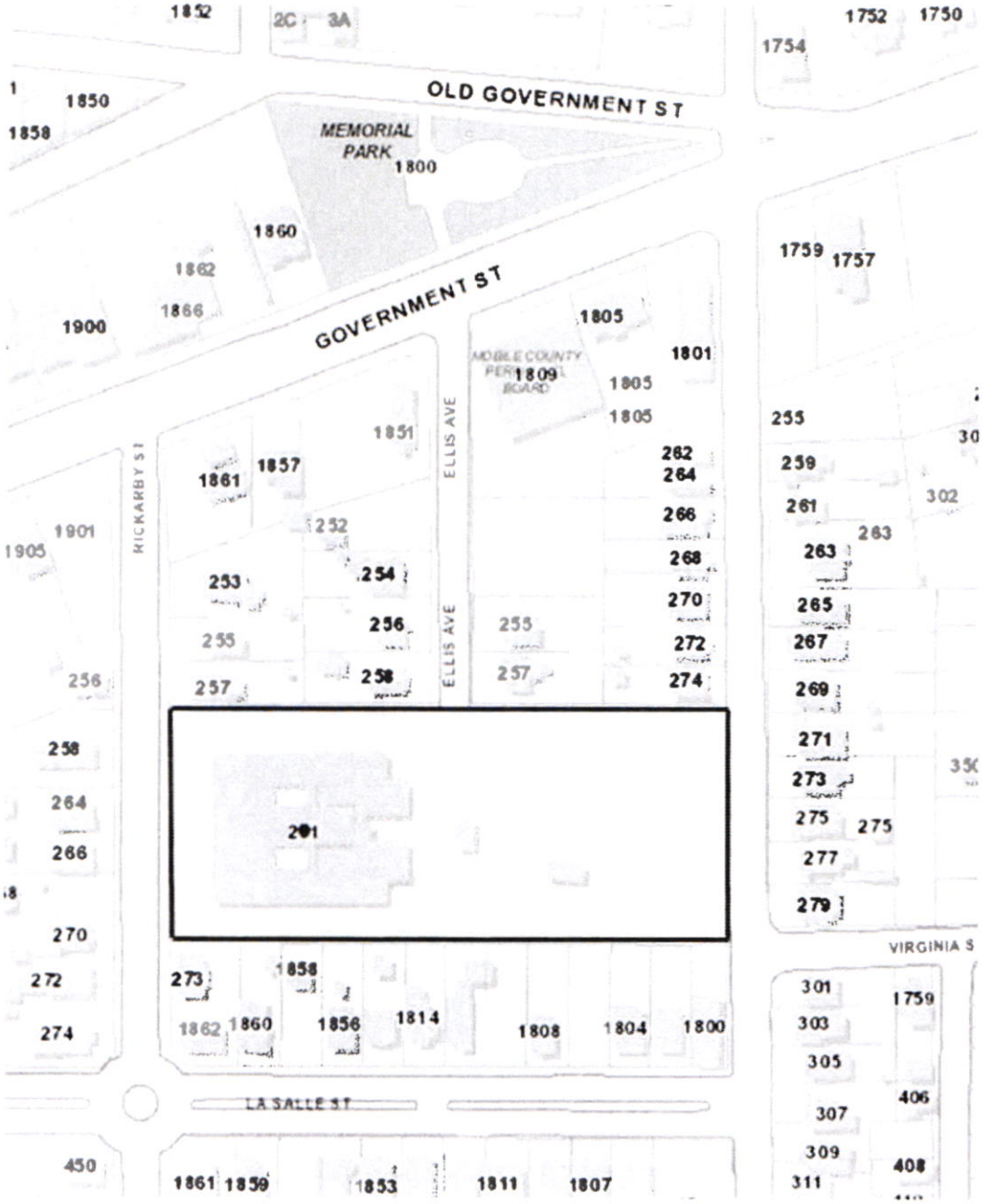


EXHIBIT C

261 Rickerby Street

LEGAL DESCRIPTION

METES AND BOUNDS: BEG WHERE THE N/L OF LOT 1 LEE PLACE INT THE E/L OF RICKARBY ST RUN N ALG THE E/L OF RICKARBY ST 275 FT TH E 676 FT TO THE W/L OF HOUSTON ST TH S ALG SD W/L 275 FT TH W 680 FT TO POB EXEMPT FOR EDUCATIONAL PURPOSES #SEC 38 T3S R1W #MP 29 10 28 2 001



AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Cory Penn - District 1

Purpose and Scope of Project:
Demolition of Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
12/13/2022

Renewal Date of Contract:
12/13/2022

Funding Source

Project # 1812 Legrande Drive - ME-074-22 **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
1812 Legrande Drive	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	12/8/2022 - 2:04 PM

MUNICIPAL ENFORCEMENT DIVISION
December 6, 2022

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, December 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1812 LEGRANDE DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **NATHANIEL & SHIRLEY OAKLEY,** 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 01 01 2 003 067
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1812 LeGrande Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1812 LeGrande Drive** described as:

LOT 75 BEAU TERRA SUB 2ND UNIT MBK 8 PG 94 #SEC 1 T4S R2W #MP28 01 01 2 003

Parcel Number: 29 01 01 2 003 067

Last Assessed to: NATHANIEL & SHIRLEY OAKLEY

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

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1812 LE GRANDE DR

Property Details

PARCEL KEYX	00423633	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
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	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-25	COMMENTS	

Property Score

SCORE	61	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 7/11/22

Voted Sto 3 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 10/29/2022

Property Address: 1812 Le Grande Drive **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 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.
- [X] 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.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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 are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 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.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Nathaniel & Sheila Oakley
4241 Raintree Road S
Eight Mile, Alabama 36613-3721

October 28, 2022

RE: **1812 Le Grande Drive**
Project Number: ME-074-22

Dear Nathaniel & Sheila Oakley:

On October 5, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1812 Le Grande Drive.

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

LOT 75 BEAU TERRA SUB 2ND UNIT MBK 8 PG 94 #SEC 1 T4S R2W #MP28 01 01 2 003

Parcel Number: 28 01 01 2 003 067

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **December 2, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 2, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 2, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 2, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on December 13, 2022, 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

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NOTICE
2022/12/02

2023/12/02

2022/12/02

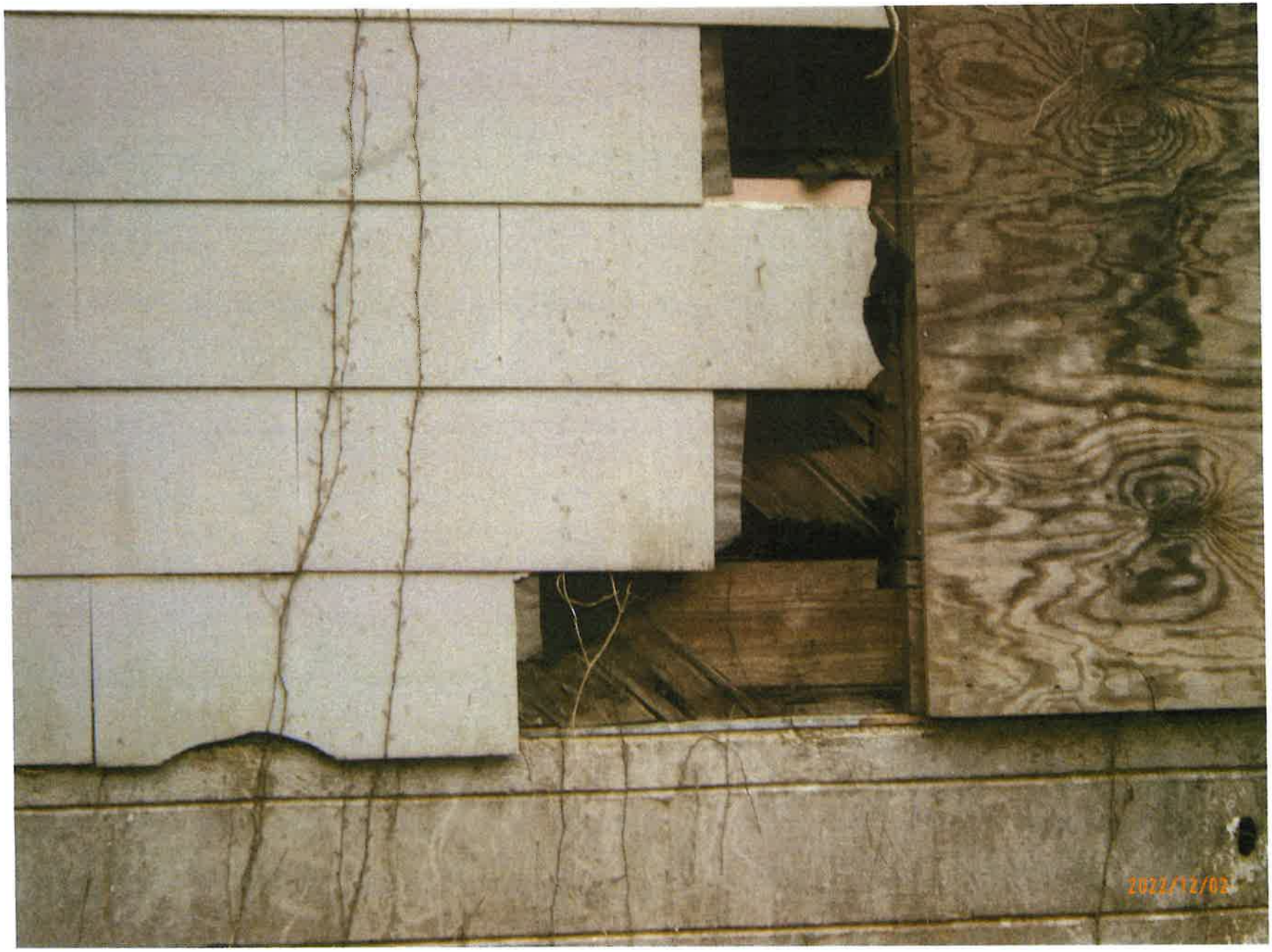
2022/12/02

2022/11/02

2023/11/02

2022/12/02

2022/12/02


2022/12/02

2022/12/02

2022/12/02

Affidavit of Mailed Notice

Date: December 13, 2022

State of Alabama
County of Mobile

Subject Property – 1812 LeGrande Drive

My legal name 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 **6 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1812 Legrande Drive** Date: August 29, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 10, 2022

Per the Title Report, the owner is: Nathaniel Oakley and Sheila Oakley

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Nathaniel & Sheila Oakley 4241 Raintree Rd S Eight Mile AL 36613-3721	Owners per unrecorded deed Phone number 251-473-0806 Phone number 251-605-4380
2	Nathaniel & Sheila Oakley 1812 Legrande Dr Mobile AL 36618	Subject property
3	David Ross & Virginia Garrett Druhan 228 Rochester Rd Mobile AL 36608-2237	Fee Simple Owner Phone number 251-380-9484 Phone number 251-342-8642

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

4	Elavon, Inc 2 Concourse Pkwy Ste 800 Atlanta GA 30328	Elavon, Inc vs Quality Paving and Concrete (owner Nathaniel Oakley) recorded 5/20/2019 instrument number 2019027607
5	Alto Lee Teague IV, Esq PO Box 11405 Birmingham AL 35202	Plaintiff's Attorney for instrument number 2019027607

6	Internal Revenue Service Centralized Lien Operation P.O. Box 145595 Stop 8420G Cincinnati, OH 45250-5595	IRS vs David R Druhan recorded 2021021932 Instrument number 2021021932 serial number 428191821

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile Vs Nathaniel & Shelia Oakley recorded 8/11/2022 Instrument Number 2022052926

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	1/27/2023
agreement	Cover Memo	1/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/27/2023 - 10:15 AM

01-107 2023

A RESOLUTION AUTHORIZING A PROJECT AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA AND ADAMS STREET PROPERTY, LLC

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council (the "City Council") of the City of Mobile, Alabama (the "City"), as follows:

Section 1. The City Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and Adams Street Property, LLC, an Alabama limited liability company (the "Company") have agreed to the terms of that certain Project Agreement to be dated the date of delivery (the "Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Company, a Related Company (as defined in the Agreement) of Gulf Distributing of Mobile, LLC, an Alabama limited liability company ("Gulf"), has acquired certain real property and buildings located at 401 North Water Street in downtown Mobile (the "Facility") and proposes to make improvements to, and expand, the buildings and structures thereon so as to allow Gulf to expand its existing operation in the City.

(c) Gulf proposes to acquire and install fixtures and equipment within the Facility, and make tenant improvements to the Facility for operation as a beverage distribution facility and commercial offices (the Company's improvement work and Gulf's improvement work collectively referred to as the "Project").

(d) As part of the Project, it is expected that Gulf will employ 245 full-time employees, including employees currently working at Gulf's existing facility in the City, with a combined total capital investment required for the Project by the Company and Gulf estimated to be approximately Twenty-One Million, Two Hundred Fifty Thousand Dollars ($21,250,000) within the timelines provided in the Agreement.

(e) In reliance on the Company's and Gulf's representations of the capital investment by the Company and Gulf, employment and wage levels provided by Gulf, and the development, performance, and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City has committed to make available to the Company certain incentives in the manner described in the Agreement, subject to applicable State and Federal laws, particularly by conveying approximately three (3) acres of real property currently owned by the City and located adjacent to the Facility (the "Property") to the Company, at no cost to the Company, subject to certain recapture provisions as set forth in the Agreement. The estimated value of the Property is Two Hundred Seventy-Five Thousand Dollars ($275,000) (the "Incentive"). The Company and Gulf will each be a direct beneficiary of the Agreement.

(f) The Company and Gulf will each be a direct beneficiary of the Agreement.

(g) The Incentive will benefit the Company and Gulf in consideration of the Company's and Gulf's development of the Project, subject to fulfillment by the Company and Gulf of certain commitments as described in the Agreement.

(h) The City is authorized to do any of the actions or undertakings referenced in Section 94.01 of the Constitution of Alabama of 1901 (as amended) ("Section 94.01" or "Amendment 772").

(i) The City is authorized under Section 94.01 to grant public funds or things of value to or in aid of any private entity for the purpose of promoting the economic development of the City, including by conveying real property to any private entity for less than the fair market value thereof.

(j) Pursuant to and for the purposes of Section 94.01, it is necessary, desirable and in the public interest for the City to convey the Property to the Company at no cost to the Company as set forth in the Agreement.

(k) The conveyance of real property for less than the fair market value thereof for the purposes specified in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(l) The Property no longer serves a municipal or public purpose.

(m) (1) On January 22, 2023, the City caused to be published in the newspaper with the largest circulation in the City, the notice required by Section 94.01(c)(2).

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

Section 2. The City Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the City set forth in the Agreement; and

(b) the terms and provisions of the Agreement, in substantially the form submitted to the City Council.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Agreement and to duly and punctually observe and perform all agreements and obligations of the City under the Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby

approved, or in connection with the preparation of the Agreement and the terms and provisions thereof, are hereby approved, ratified, and confirmed.

Section 6. All resolutions, orders, or parts of any thereof, of the City Council in conflict or inconsistent with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This Resolution shall take effect immediately.

Adopted:

_____

City Clerk

PROJECT AGREEMENT

(Project Cold One)

THIS PROJECT AGREEMENT ("Agreement") is made and entered into as of _____ ___, 2023 (the "Effective Date") by and between the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), and **ADAMS STREET PROPERTY, LLC**, an Alabama limited liability company (the "Company"). The City and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Company is a Related Company, as hereinafter defined, of Gulf Distributing of Mobile, LLC, an Alabama limited liability company ("Gulf"); and

WHEREAS, the Company has acquired certain real property and buildings (the "Facility") and proposes to make improvements to, and expand, the buildings and structures thereon so as to allow Gulf to expand its existing operation in the City; and

WHEREAS, Gulf proposes to acquire and install fixtures and equipment within the Facility, and make tenant improvements to the Facility (the Company's improvement work and Gulf's improvement work collectively referred to herein as the "Project"); and

WHEREAS, the Company anticipates it will invest approximately $16,250,000 in the Project and Gulf anticipates it will invest approximately $5,000,000.00 in the Project and that Gulf will employ 245 full-time workers the Project (including employees currently working at Gulf's existing facility in the City); and

WHEREAS, in reliance on the Company's and Gulf's representations of the capital investment by the Company and Gulf, employment and wage levels provided by Gulf, and the development, performance, and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City has committed to make available to the Company certain incentives in the manner and amounts described herein, subject to applicable State and Federal laws; and

WHEREAS, the City and the Company wish to set forth the terms of their agreement with respect to the development of the Project; and

WHEREAS, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the applicable laws of the State of Alabama, for the purposes referenced herein, the City and the Company have delivered this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

1. Scope of Agreement. This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set forth in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this section:

Agreement shall have the meaning assigned in the preamble of this Agreement.

Annual Update shall have the meaning set forth in Section 3(l).

Business Day means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the State or the United States government.

Capital Investment means the costs incurred and paid for engineering, site preparation, construction, furnishing and equipping the Project by the Company and Gulf which are of a type properly chargeable to a capital account (but does not include items such as capitalized interest or similar items). Whether an expenditure is a Capital Investment is determined at the time the expenditure is paid or at which time the Company has contractually obligated itself to pay third-party equipment manufacturers, vendors, or contractors for delivery of or to and performance with respect to the site or construction and equipping of the Facility.

Capital Investment Target has the meaning set forth in Section 3(b).

Capital Investment Target Date has the meaning set forth in Section 3(c).

Cessation of Business has the meaning set forth in Section 5(a)(ii).

Change of Control has the meaning of either:

(a) The acquisition by any "Person" (as the term "person" is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 75% of the combined voting power of the then-outstanding securities or ownership interest of the Company entitled to vote in the election of directors or other governing authority of the Company, or

(b) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, or the sale or disposition of all or substantially all of the Company's assets.

City shall have the meaning assigned in the preamble of this Agreement.

Closing has the meaning set forth in Section 4(e).

Commence Construction or Commencement of Construction shall mean the first date that physical work is being performed, using appropriate equipment and manpower, to develop, expand, retrofit and equip the Facility and install necessary infrastructure to accomplish the objectives of the Project.

Commence Operations or Commencement of Operations shall mean the first date that both (a) the Facility has been issued a certificate of occupancy following application therefor by the Company from the appropriate governmental authority, and (b) Gulf is operating the Facility as a beverage distribution facility and commercial offices.

Company shall have the meaning assigned in the preamble of this Agreement and will include any approved Related Company for purposes of achieving any capital investment requirements.

Company Acceptance Date has the meaning set forth in Section 4(e).

Company Representatives has the meaning set forth in Section 4(c).

Due Diligence Period has the meaning set forth in Section 4(c).

Effective Date shall mean the date set forth in the preamble of this Agreement.

Enabling Law shall mean Amendment No. 772 of the Constitution of Alabama of 1901, as amended, codified as Section 94.01 of the Constitution of Alabama of 1901, as amended.

Facility shall have the meaning set forth in the Recitals of this Agreement.

Force Majeure Event will include any of the following events that materially adversely impact the construction or operation of the Facility: (a) fire, explosion, tornado, waterspout, straight line wind, flood, earthquakes, hurricanes and tropical storms named by the National Oceanic and Atmospheric Administration and any ensuing storm surge, unusually adverse weather; (b) war, civil war, invasion, violent act of foreign enemy or armed conflict; (c) nuclear, chemical or biological contamination, oil spills, ionizing radiation, or epidemic or pandemic; (d) vessel or object strikes, (e) an act of terrorism; (f) strikes, labor disputes, riots, civil commotion strikes or insurrection, and (g) any other or different circumstance beyond the reasonable control of such Party. For purposes of clarity, a Force Majeure Event does not excuse the payment of money and the obligation to give any notice required to be given under this Agreement. A Party will notify the other Party if it is affected by a Force Majeure Event within ten (10) Business Days

of it first becoming aware of such event. A Force Majeure Event will excuse the impacted Party from whatever performance is prevented by the Force Majeure Event and/or extend the due date for such performance for such period of time equal to the delay caused by the Force Majeure Event.

Indemnified Parties shall have the meaning set forth in Section 16 of this Agreement.

Inspection and Inspections has the meaning set forth in Section 4(c).

Land Incentive has the meaning set forth in Section 4.

Land Incentive Amount has the meaning set forth in Section 5(a).

Maintenance Period shall be the five (5) year period beginning with the first Recapture Year after the Company Commences Construction.

Mobile First Initiative shall have the meaning set forth in Section 3(l) and in **Exhibit A** hereto.

Party or Parties has the meaning set forth in the Preamble hereof.

Project shall have the meaning assigned in the Recitals of this Agreement.

Property shall mean that tract of real property described in Section 4 and on **Exhibit B** hereto.

Recapture Year shall mean each 365-day period of the Maintenance Period. The Recapture Year begins on the first day of the calendar quarter following the Company's notification to the City of Commencing Construction.

Related Company has the meaning provided in the Alabama Jobs Act, codified in Section 40-18-370, *et seq*., of the Code of Alabama.

Statutory Warranty Deed has the meaning set forth in Section 4(a).

Survey has the meaning set forth in Section 4(b).

Title Commitment has the meaning set forth in Section 4(d).

Title Insurance Company has the meaning set forth in Section 4(d).

Title Insurance Policy has the meaning set forth in Section 4(e).

3. The Company's Commitments, Representations and Warranties. The Company acknowledges that the citizens of the City anticipate the prompt receipt of substantial economic benefit to the City and local communities in return for the incentives granted under this

Agreement. In consideration of the City providing the incentives described in this Agreement, the Company makes the following commitments, representations and warranties:

(a) The Company shall cause Commencement of Construction not later than November 1, 2023, and the Company shall cause the Commencement of Operations not later than January 1, 2026.

(b) In furtherance of the Project, the Company's and Gulf's cumulative Capital Investment in the Project will be $21,250,000 (the "Capital Investment Target").

(c) Not later than January 1, 2026 (the "Capital Investment Target Date"), the Company expects to achieve the Capital Investment Target.

(d) The Company shall give good faith consideration to City-based contractors and vendors and City residents to provide products and services in undertaking the Project and shall cause Gulf to do the same. The Company shall select contractors and vendors which are in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law and shall cause Gulf to do the same. Except as expressly set forth in this Subsection 3(d), the Parties acknowledge and agree that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(e) The Company shall give good faith consideration to qualified City residents for employment at the Project, subject in all cases to the Company's then usual and customary hiring policies and shall cause Gulf to do the same. Except as expressly provided in this Subsection 3(e), the Parties acknowledge and agree that recruitment and selection of employees for the Project shall be at the sole discretion of the Company.

(f) The Company acknowledges and agrees that the City, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

(g) The Company is a going concern, is financially solvent and shall make available adequate funding to undertake the Project and conduct the Company's business at the Facility.

(h) The Company and Gulf are each in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in material compliance with all Alabama laws applicable to its operations at the Facility throughout the duration of this Agreement including any applicable employment and immigration laws.

(i) Pursuant to section 31-13-9(k) of the Code of Alabama, by signing this Agreement, the Company affirms, for the duration of this Agreement, that it will not violate federal or state immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. Furthermore, if the Company is found to be in violation of this provision, it shall be deemed in breach of this Agreement and the Company shall be responsible for all damages resulting therefrom. On or before the Effective Date, the Company has provided to the City documentation evidencing its participation in the E-Verify program.

(j) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any applicable law, regulation, agreement, instrument, restriction, order, or judgment.

(k) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational or governing documents, or otherwise is required by law, and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the City, reasonable documentation of the foregoing authority and action shall be provided by the Company. Further, upon request of the City, the Company shall provide such other documentation as is reasonably satisfactory to the City as to the matters described in this Agreement.

(l) The Company, directly and through its construction manager, will implement contracting and hiring goals for the Project consistent with the "Mobile First Initiative for the Mobile Area Business Community" attached hereto as **Exhibit A** (the "Mobile First Initiative"). During construction and ramp up of the Project, the Company agrees to provide an annual written update (the "Annual Update") to the Mobile Chamber of Commerce on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Update will include any reports as contemplated by the Mobile First Initiative and will be provided within thirty (30) days of the annual anniversary date of this Agreement.

(m) If the Company determines that it will not meet any of the commitments set forth in Subsections 3(a) or (c) by the deadlines set forth in those Subsections due to the occurrence of a Force Majeure Event, within a reasonable time prior to expiration of any such commitment that the Company claims has been or will be delayed by a Force Majeure Event, the Company shall give the City written notice containing a description of the Force Majeure Event in question, an explanation of how the Company anticipates such event will affect the Company's performance under this Agreement, what actions the Company plans to undertake in order to address the

conditions caused by the Force Majeure Event and an estimate of how long the Company anticipates the Force Majeure Event will delay the Company in meeting its commitments under this Agreement. If the City determines that a Force Majeure Event has occurred and that the Company is making a good faith effort to meet its commitments despite the delay caused by the Force Majeure Event, the City shall give the Company a reasonable period of time to address such conditions before the Company shall be considered in default under this Agreement.

4. **The City Land Incentive**. In order to properly expand the Facility for use by the Company and Gulf, the Company must acquire a portion of real property adjacent to the Facility comprising approximately 3 acres that is currently owned by the City, as more particularly described on **Exhibit B** attached hereto (the "Property"). In consideration of the Company undertaking the Project and the economic benefit to the City to be realized from the Project, the City will convey the Property to the Company, at no cost to the Company, subject to the following:

(a) Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City hereby agrees to convey the Property to the Company by executing and delivering to the Company at Closing (as defined herein) through a recordable statutory warranty deed in a form approved in writing by the Company conveying good and marketable fee simple title to the Property, free of all liens, security interests, defects, leases, restrictions, assessments, claims and encumbrances, except for the following matters: (1) utility easements necessary to serve the Property that are approved in writing in advance by the Company; (2) any easements, rights-of-way, encroachment or other such encumbrances recorded in the land records of Mobile County, Alabama or otherwise identified in the Survey that do not interfere with the planned Project and are approved in writing by the Company, (3) any retained easements provided the same are approved in writing by the Company, and (4) any other exceptions approved in writing by the Company in accordance herewith (the "Statutory Warranty Deed").

(b) Survey. Within ten days (10) days following the Effective Date, the City will complete or cause to be completed, at the City's cost or expense, a complete, current survey (conforming to ALTA standards) of the Property and all burdening easements and rights-of-way appurtenant thereto, made by a reputable and competent licensed professional surveyor and prepared in accordance with the requirements of the Company and, if applicable, the Title Insurance Company (as defined herein) (the "Survey"). The Survey will be certified in favor of the Company, the City and the Title Insurance Company and will show the number of square feet included in the Property, any improvements on the Property, rights-of-way, easements or encroachments on the Property, wetlands, flood hazard data concerning the Property and any other matters desired by the Company. The surveyor that prepares the Survey will, in connection therewith, also prepare a legal description of the Property. Upon delivery of the Survey and legal description of the Property to the Company, the Company will also provide a copy of the Survey and said legal description to the City and the legal description will be utilized in the Statutory

Warranty Deed. The Company will have the right to object to matters revealed by the Survey as a part of its right to object to title to the Property as set forth in Section 4(d).

(c) Inspection of the Property. The City will allow the Company thirty (30) days from the Effective Date to complete its due diligence on the Property (the "Due Diligence Period"), and will provide the Company with reasonable Property access for its due diligence prior to the expiration of the Due Diligence Period. Within ten (10) days of the Effective Date, the City will furnish the Company without warranty an electronic and hard copy of any study, investigation, report, testing, analysis or other document in the possession or control of the City concerning the condition of all or a part of the Property. The City hereby grants to the Company and its employees, contractors, and agents (collectively the "Company Representatives") the right and privilege prior to the Closing to enter upon the Property and to make engineering studies, structural analyses, the Survey, appraisals, investigations and other types or kinds of analyses of the Property desired by it, including, but not limited to endangered species, wetlands, cultural assessments and/or environmental tests or other analyses (collectively, the "Inspections"). For the purposes of this Section and this Agreement, the City consents to the Company, should it choose to do so, utilizing any professional to conduct an Inspection previously used by the City for a similar Inspection. Before the Company Representatives enter the Property to perform any Inspections, the Company will give the City reasonable advance notice and, at the City's option, a representative of the City may accompany the Company or the Company's representative. The City will not be required to conduct any investigation related to the above specified Inspections; rather the Company will conduct its own investigations, as it deems necessary and desirable, to determine its satisfaction with all of the above specified Inspections. At all times during the presence of the Company's Representatives on the Property, the Company agrees that the Company will not allow, and the Company's Representatives will not conduct, any physically invasive testing of, in, on, or under the Property without first obtaining the City's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. The Company agrees to return the Property to the same condition and cleanliness existing before entry or occupation by the Company's representatives, including, but not limited to, sealing wells or other similar subsurface investigations to the extent practicable. The City will keep confidential all information resulting from the Inspections except where disclosure is required by law. The Company and the City may disclose confidential information to the applicable party's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Property, provided the disclosing party takes all reasonable measures to assure that its representatives keep such information confidential which will be deemed satisfied if the disclosing party advises their representative in writing of the existence of confidential information and the requirement to keep the information confidential. The Company will indemnify and hold the City harmless from any loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs, directly caused by the Company, which the City may incur as a result of (a) any act or omission of the Company or its agents or representatives arising in connection with any tests or inspections conducted by the Company or its agents or representatives, or (b) the failure of the Company to

restore the Property in accordance with this Section; provided, however, that the Company will not be required to indemnify the City if and to the extent that any such loss, injury, liability, damage or expense was caused by the gross negligence or willful misconduct of the City, its representatives, or its agents. Upon completion of the Inspections, the Company may, by written notice, advise the City of any defects in or concerns with the environmental condition of the Property, the condition of any buildings on the Property, or any other matters of any kind or nature related to the Property which, in the sole discretion of the Company, materially interfere with or adversely affect the development of the Property for use in the Project. Upon receipt by the City of such written request from the Company, the City will use commercially reasonable efforts to cure such defects. The City will cooperate with the Company in causing (y) a subdivision plat to be approved which combines the Property to be incorporated into the Facility property as a single lot of record and (z) the combined properties to be re-zoned in a manner which will allow the newly approved subdivision lot to be used as a warehouse, distribution facility, and commercial office building. The Company shall cause all applications for subdivision and rezoning of the Property to be prepared and filed with the City Planning Commission and the City agrees to provide its consent to the filing of the same. On or before the date of expiration of the Due Diligence Period, and subject to the obligation set forth herein of the City to cure defects, the Company will provide the City with either (i) written notice that it deems the Property to be unsuitable for its intended purpose and is therefore terminating this Agreement, or (ii) a written waiver of all conditions and contingencies for its acceptance of the Property from the City and a written certification that the Company will accept the conveyance of the Property from the City, subject to all matters of title and Survey then existing, and Commence Construction as defined herein. In the event the subdivision and re-zoning process has not been completed during the Due Diligence Period, the Parties agree to extend the Due Diligence Period, and the Company's right to make any objections, to a date which is ten (10) days following final approval of the subdivision and re-zoning of the Property and the expiration of any appeal period.

(d) Title to the Property. The City hereby represents and warrants to the Company that it is or will prior to Closing be the sole, fee simple owner of the Property. Within ten (10) days following the Effective Date, the Company will obtain a commitment for title insurance for the Property (the "Title Commitment"), at the Company's expense, which Title Commitment will be issued by a title company satisfactory to the Company (the "Title Insurance Company") in an amount acceptable to the Company. The Title Commitment will commit (i) to insure title to the Property, and (ii) to provide any special coverages and/or endorsements reasonably desired by the Company. The Company will also obtain, prior to the Closing, copies of all instruments shown as exceptions to title on the Title Commitment and evidence satisfactory to the Company that there are no UCC financing statements affecting the Property or any appurtenant easements or rights-of-way. If the Title Commitment, the examination of UCC financing statements or the Survey reveals defects, liens, claims or encumbrances, then the Company will provide written notice to the City of such defects, liens, claims or encumbrances, and upon receipt of such notice by the City, the City will have thirty (30) days to cure any such defects or claims or remove such liens or

encumbrances. If said defects, liens, claims or encumbrances cannot be cured by the City within thirty (30) days after the City receives notice thereof, then the Company may take any one or more of the following actions, in its sole discretion: (1) by written notice to the City, give the City additional time to remove such defects, liens or encumbrances without prejudice to the Company's right to take either of the following actions in the event the City does not remove such defect, lien or encumbrance within such additional time; (2) by written notice to the City, waive any such defect, lien or encumbrance and proceed with the transaction; and/or (3) by written notice to the City, terminate this Agreement. Additionally, the Company reserves the right to review all title exceptions shown on the Title Commitment or otherwise made known to the Company to insure that none of them will materially interfere with or adversely affect the development of the Property for use in the Project. At the Closing, the Company may cause the status of the title to the Property to be updated (including but not limited to updating the Survey) to the actual time of the Closing and may obtain assurance that is satisfactory to the Company in its sole discretion from the Title Insurance Company that the Title Insurance Policy (defined herein) to be issued pursuant to the Title Commitment will be issued to the Company and/or a lender simultaneously with the Closing in accordance with the Title Commitment, subject to any objections made by the Company. On or before the date of the Closing, the City will comply with the requirements of the Title Commitment and will otherwise perform all acts and execute all instruments to convey good, marketable and insurable title to the Company in accordance herewith and to cause issuance of a Title Insurance Policy in accordance with the Title Commitment, subject to any objections made by the Company.

(e) Closing. Upon approval of the subdivision and re-zoning of the Property and the City's receipt from the Company during the Due Diligence Period, as the same may be extended, of the waiver and certification provided for in Section 4(c) (the "Company Acceptance Date"), the City and the Company will agree to a date or dates not more than fifteen (15) days following the Company Acceptance Date, unless a later date is agreed to in writing by the City and the Company, on which the City will, at no cost to the Company, convey the Property by Statutory Warranty Deed to the Company ("Closing"). At the Closing, the City will execute and deliver such other instruments and documents as are usual and customary for a closing of real property or required by the Title Company to provide an Owner's and/or Lender's policy of Title Insurance (collectively or individually the "Title Insurance Policy"), including but not limited to: (a) an affidavit agreement in favor of the Company stating that the City is not a foreign person as defined in the Foreign Investment in Real Property Tax Act of 1980, as amended; (b) an IRS Form 1099; (c) an Owner's and Contractor's Affidavit in a form required by the Title Company; (d) a Closing Statement; a Broker's Lien Waiver or Affidavit in a form required by the Title Company; and (e) a resolution, consent, minutes or other documents in a form approved by the Title Company ratifying this Agreement and all documents required by the City arising out of this Agreement, evidencing the authority of the City to execute the Statutory Warranty Deed and other closing documents and agreements and designating the authorized representative to sign the same for and on behalf of the City.

(f) Possession of the Property. Possession of the Property will be delivered to the Company upon the date of Closing and simultaneously with the delivery by the City of the Statutory Warranty Deed.

5. Recapture of the Land Incentive Amount. The Company acknowledges that the Land Incentive offered by the City is based, in part, on the estimated economic impact that will be realized from the Capital Investment incurred in the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions in favor of the City in the circumstances described below for the Land Incentive:

(a) For all purposes of this Agreement, the Parties agree that the anticipated value of the Property is Two Hundred Seventy-Five Thousand Dollars ($275,000) (the "Land Incentive Amount"). The City shall be entitled to compensation payable by the Company for the Land Incentive Amount or portion thereof under the following conditions:

i. In the event the Company and Gulf, on a consolidated basis, fail to achieve at least eighty-five percent (85%) of the Capital Investment Target by the Capital Investment Target Date, the Company will pay to the City a prorated amount of the Land Incentive Amount, calculated by multiplying the Land Incentive Amount by the percentage difference between the Capital Investment Target and the actual amount of Capital Investment at the Facility as certified by an authorized officer of the Company and Gulf.

ii. Notwithstanding anything herein to the contrary, if for any reason whatsoever during the period beginning at the Commencement of Construction and ending upon the expiration of the Maintenance Period, the Company and/or Gulf substantially abandons the construction of the Facility, closes the Facility, or relocates substantially all of its operations conducted at the Facility to a location outside of the City (each such event constituting a "Cessation of Business"), then promptly after the occurrence of the Cessation of Business, the Company will pay to the City in immediately available funds the amount of the Land Incentive Amount less the total of any payments theretofore received by the City from the Company pursuant to this Section 5.

(b) Notwithstanding anything herein to the contrary, the maximum amount that the City may recapture from the Company under this Section 5 will be the Land Incentive Amount.

(c) The right of the City to require payment to the City of the amounts related to the Land Incentive Amount under this Section 5 will survive the termination of this Agreement and end upon the expiration of the Maintenance Period.

6. Grounds for Termination of the Obligations of the City. The obligations of the City hereunder may be terminated by the City upon the occurrence of any of the following events:

(a) Failure of the Company to timely pay all amounts required under Section 5 of this Agreement as a result of the Company's failure to Commence Construction of the Facility or to

cause Gulf to Commence Operations at the Facility as required by the terms of this Agreement. The City will provide to the Company prior written notice and opportunity to cure for a period of ninety (90) days from receipt of such written notice before delivering a default.

(b) The determination by the City, and the giving of written notice by the City to the Company that any material representations made by the Company or its agents to induce the City, or any agency or subdivision thereof, to offer the Land Incentive to the Company are not true in any material respect. In the event the Company disagrees with such determination, the Company will so indicate by written notice given no later than thirty (30) days following receipt of the City's notice. In such event, the City will give good faith consideration to any information provided by the Company before deciding whether or not to proceed with termination. If the Company disagrees with the City's determination, the Company may avail itself of the legal rights as referenced in Section 13 of this Agreement.

(c) Subject first to both the Company's failure to cure and then pay those amounts set forth in Section 5, the failure of the Company to Commence Construction of the Facility or Commence Operations at the Facility by the dates set forth in Section 3(a), or to meet the Capital Investment Target by the Capital Investment Target Date.

(d) A Change of Control of the Company that occurs without the consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, before the expiration of the Maintenance Period. In the event of a termination due to a Change in Control, the full Land Incentive Amount will be immediately due and payable by the Company to the City.

7. **Costs and Expenses**. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

8. **Assignment**. Absent the consent of the City, which will not be withheld unreasonably, this Agreement is not assignable, except that the Company will have the right at any time to assign all or part of its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any Related Company or any financially solvent affiliate of the Company that is not a single purpose entity for this Project, that is reasonably acceptable to the City and that agrees to assume the assigned obligations of the Company in and to the Project; and if so assigned, the Company will continue to be responsible for the performance of obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and signed by an authorized representative of the City. Nothing herein will prohibit the Company from assigning this Agreement through a merger or otherwise by operation of law. Nothing herein will prohibit the Company from pledging its rights under this Agreement to any lender or agent on behalf of its lenders, or from such lenders or agents exercising remedies with respect to such pledge.

9. **Section Titles and Headings**. The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

10. **Survival of Representations and Warranties**. The representations, warranties and covenants made by each of the Parties hereto and contained herein will survive the performance of any obligations to which such representations, warranties and covenants relate.

11. **Further Assurances.** The Governmental Parties each agree to do all things and take all actions permitted by law required by this Agreement. The Company agrees to do all things and take all actions permitted by law required by this Agreement.

12. **Amendments and Waivers**.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as provided herein, the rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by law.

13. **Governing Law**. The governing law of this Agreement will be the law of the State of Alabama, without regard to conflicts of law provisions. Without waiving sovereign immunity, the Parties agree that any dispute between the Parties for which judicial resolution in the state or federal court system is appropriate will be resolved in the courts of Mobile County, Alabama or Federal courts located in Mobile, Alabama.

14. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

15. **Notices.** All notices required by, or arising out of, or related to this Agreement will be sent by overnight courier or United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:
Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:
Britton Bonner, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the Company:

Adams Street Property, LLC
3378 Moffett Road
Mobile, AL 36607
Attn: Louis Maisel

With a copy to:
James F. Watkins, Esq.
Maynard Cooper & Gale
11 North Water Street, Suite 24290
Mobile, Alabama 36602

or to such other address as the receiving Party will have most recently forwarded to the sending Party pursuant to the provisions of this Section 15.

16. Indemnification. The Company will release, save, hold harmless, and indemnify the City, its elected officials, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims arising from the Company's performance of any of its obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors or employees in connection with the Project, and from and against all reasonable costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, arising from the Company's performance of any of its obligation herein, and the Company, upon notice from the City, will defend the same at the Company's expense by counsel reasonably satisfactory to the City as the case may be. The foregoing indemnity obligation will include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied under contract with any of the same and the Company in connection with the improvements of the Project. The foregoing indemnity obligation will survive the expiration or earlier termination of this Agreement.

17. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

18. **No Strict Construction**. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Person.

19. **No Other Duties**. The only duties and obligations of the Parties under this Agreement are as specifically set forth in this Agreement, and no other duties or obligations will be implied in fact, law or equity, or under any principle of fiduciary obligation.

20. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which, together, will constitute one and the same instrument. This Agreement may be executed by one or more Parties using an electronic signature, which the Parties agree will be binding for all purposes and will constitute an original signature.

21. **Interpretation**. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof. References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any fact or item disclosed in any Schedule will be deemed disclosed in each other Section of such Schedule to which such fact or item may apply so long as (a) such other Section is referenced by applicable cross reference or (b) the relevance of such disclosure to such other Section is reasonably apparent on its face without any further inquiry. Any capitalized terms used in any Schedule but not otherwise defined therein will have the meaning as defined in this Agreement. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any statute include any rules and regulations promulgated thereunder, and references to any statute, rule or regulation are to such statute, rule or regulation as amended, modified or supplemented from time to time in accordance with applicable law. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The word "Party" is to be deemed to refer to a Party hereto and references to "$" are to U.S. Dollars. References to "days" will refer to calendar days unless Business Days are specified. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be

fulfilled on a day which is not a Business Day, such period will expire or such event or condition will occur or be fulfilled, as the case may be, on the next succeeding Business Day.

22. Entire Agreement; Amendment. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

23. Press Releases. To the extent permitted by applicable law, the City agrees to cooperate fully to coordinate with the Company in connection with all press releases and publications concerning the Project.

24. Binding Effect; Change in Law. This Agreement and all terms, provisions and obligations of the Company herein are binding upon and will inure to the benefit of the Company and its permitted successors and assigns. This Agreement and all terms, provisions and obligations of the City herein are binding upon and will to the extent provided by the terms of this Agreement inure to the benefit of the City and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the City. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Project the economic benefit of any incentives provided hereunder, the City will enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide the Company either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

25. Execution and Performance of Company's Commitments, Representations and Warranties. The Parties agree that, in executing and performing on the commitments, representations and warranties set forth in Section 3, the Company will be entitled to execute and perform either directly, or indirectly through the Company's parents, affiliates or subsidiaries, and that such indirect performance will be accounted and recorded as performance and execution of the Company for purpose of this Section 25 and this Agreement.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

[*Remainder of page intentionally left blank*]

ADAMS STREET PROPERTY, LLC, an Alabama limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Signature Page for Project Agreement by and between Adams Street Property, LLC and the City of Mobile, Alabama

ATTEST:

_____
Lisa C. Lambert
City Clerk

CITY OF MOBILE

_____
William H. Stimpson, Mayor

EXHIBIT A
Mobile First Initiative

(attached)

EXHIBIT B

Legal Description of Property

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve item-based bid award to Interstate Printing & Graphics Inc for printing of Quarterly Event books for Parks & Recreation.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20230125 EventPrint Agenda Package POs	Cover Memo	1/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5748	PRINTING & MAILING OF MPRD QUARTERLY EVENT BOOKS	1	$1.50025 per book min 4000 books	Six months, renewable for five additional six-month periods.	(99211) INTERSTATE PRINTING & GRAPHICS INC

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5748

PRINTING OF QUARTERLY EVENT BOOKS

	VENDOR	QUARTERLY EVENT BOOKS 4 COLOR PROCESS Based on Quantity of 4000 18290	Notes
1	Interstate Printing	$ 1.50025	6k copies 1.364--8k 1.26313-- 10k plus 1.1603
2	Fox Press	$ 1.69000	
3	Calagaz Printing	$ 2.04550	
4	Gwin's Printing	$ 2.12000	
5	King's Publishing	$ 2.24000	
6	Source One	$ 3.15000	
7	Artcraft Press	$ 3.33000	
8	J O Acree Co	no bid	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/8/2022	5748	PARKS AND REC	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, December 29, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 4,000 - 10,000	**PRINTING OF QUARTERLY EVENT BOOKS** COVER, IS 11X17 WHITE 80# MACGREGOR+ COATED COVER GLOSS, FOLDED TO BE 8.5 X 11 WITH PRINTED IN 4 COLOR PROCESS INK FOR BOTH BACK AND FRONT. INSIDE WILL BE 13 SHEETS 11X17 WHITE 60# HUSKY OFFSET SMOOTH, FOLDED TO 8.5X11 TO TOTAL 52 PAGES, 4 COLOR PROCESS ON FRONT AND 4 COLOR PROCESS ON BACK. BOOK WILL BE SADDLE STITCH PRICE PER BOOK _____ IF THERE IS A PRICE BREAK IN THE QUANTITY RANGE PLEASE PROVIDE THE RANGE OF THE PRICE BREAKS 1ST BREAK RANGE _____ PRICE _____ 2ND BREAK RANGE _____ PRICE _____ 3RD BREAK RANGE _____ PRICE _____ 4TH BREAK RANGE _____ PRICE _____ **THE 1ST RUN WILL BE THE JUNE-JULY EVENT SCHEDULE AND WILL NEED TO BE PRINTED AND DELIVERED BY 04-18-2023.** **THE 2ND RUN WILL BE THE AUGUST-DECEMBER EVENT SCHEDULE AND WILL NEED TO BE PRINTED AND DELIVERED BY 06-30-2023.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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

THE 3RD RUN WILL BE THE JANUARY 2024-MAY 2024 AND WILL NEED TO BE PRINTED AND DELIVERED BY 11-15-2023.

THESE ARE TO BE BUNDLED IN QUANTITY OF 250. QUANTITIES WILL VARY BASED UPON THE TIME OF YEAR FOR THE PRINTING.

CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH PRINTING.

Vendor shall not change font without permission of Purchasing Department.

Printed signs to be delivered less than seven (7) days after notification.
Finished product, unless specified otherwise, will be delivered to user Department.

All quantities purchased will be based on an as needed basis by City Departments.

Initial order to be as stated pricing shall be firm for additional orders, quantities.

Vendor is responsible to provide all materials and labor.

Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for five (5) more six (6) month periods.

All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact.

Samples: City may request a sample of an item for evaluation. Vendor to provide sample upon request.

City of Mobile Business License may be required. See Item 14 on reverse of page 1.

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/**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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.

Vendor must include contact information with this bid.

If you have any questions please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve an Item-based bid award for printing of banners, posters, and postcards for various departments.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20230125 Banner Agenda Package Bids	Cover Memo	1/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5752	Printing of Banners, Posters, Postcards for various departments	6	See bid tab	Six months, renewable for five additional six-month periods.	(280002) Source One Legal Copy of Mobile Inc

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5752

MULTI COLORED BANNERS

	ARO DAYS	7		7	10	7	7		7	5	
							*OUTSIDE 5 MILE POLICE JURSIDICTION				
	VENDOR	Rampant Media	Calagaz Printing	AGAS MFG Inc.	Gwins Printing	Source One Legal Copy	The Plot Shop	Image 360	Design Display, Inc	Custom Graphiz Signworks, LLC	Capitol Reproductions, Inc
1	8' x3' Banner	$ 23.750	$ 81.00	$ 66.10	$ 85.78	$ 64.95	$ 51.00	$ 95.00	$ 119.75	$ 48.00	$ 167.05
2	8'x8' Banner	$ 63.75	$ 215.68	$ 140.10	$ 215.90	$ 156.20	$ 132.00	$ 250.00	$ 288.00	$ 128.00	$ 297.50
3	5'x5' Banner	$ 24.75	$ 84.50	$ 67.50	$ 100.25	$ 68.49	$ 53.00	$ 98.00	$ 123.90	$ 50.00	$ 165.50
	TOTAL	$ 112.25	$ 381.18	$ 273.70	$ 401.93	$ 289.64	$ 236.00	$ 443.00	$ 531.65	$ 226.00	$ 630.05
4	11" x 17" Poster	NO BID	$ 41.24	NO BID	NO BID	$ 0.53	$ 0.37	$ 2.00	n/a	$ 3.00	NO BID
5	24" x 36" Glossy Poster	NO BID	$ 22.00	NO BID	NO BID	$ 12.95	$ 19.00	$ 24.00	n/a	$ 12.00	NO BID
	TOTAL	$ -	$ 63.24	NO BID	0	$ 13.48	$ 19.37	$ 26.00	NO BID	$ 15.00	NO BID
6	4"x6" Postcard	NO BID	0.2598	NO BID	NO BID	$ 0.2375	$ 0.20	$ 0.30	n/a	$ 0.25	NO BID

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/28/2022	5752	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	MULTICOLORED VINYL BANNERS						
Appx 1-1000	MULTI-COLOR 15 OZ VINYL BANNER 8' X 3' DOUBLE FOLD EDGE WITH BANNER TAPE BETWEEN THE FOLDED EDGE, WITH WIND SLITS GROMMETS TO BE EVENLY SPACED WITH 5 ON TOP, 5 ON BOTTOM, AND 1 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING. PRICE PER BANNER_____						
Appx 1-1000	MULTI-COLOR 15 OZ VINYL BANNER 8' X 8'. GROMMETS TO BE EVENLY SPACED WITH 1 ON EACH CORNER AND THEN SPACED EVERY 12 INCHES ON 8' X 8' WITH WIND SLITS. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING. PRICE PER BANNER_____						
Appx 1-1000	MULTI-COLOR 15 OZ VINYL BANNER 5' X 5' WITH GROMMETS EVENLY SPACED WITH 1 ON TOP, 1 ON BOTTOM, AND 1 ON EACH SIDE AND WITH WIND SLITS. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING. PRICE PER BANNER_____						
	THE ABOVE 3 ITEMS TO BE AWARDED ALL OR NONE.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		Page 2 of 3					
		THE FOLLOWING 2 ITEMS TO BE AWARDED ALL OR NONE.					
Appx 1-1000		11" X 17" PRINTED ON ONE SIDE FULL COLOR GLOSSY POSTER STOCK 80# FULL COLOR WITH BLEEDS. CAMERA READY ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTERS.					
		PRICE PER POSTER_____					
Appx 1-1000		24" X 36" PRINTED ON ONE SIDE FULL COLOR GLOSSY POSTER STOCK 80# FULL COLOR WITH BLEEDS. CAMERA READY ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTERS.					
		PRICE PER POSTER_____					
		ABOVE 2 ITEMS TO BE AWARDED ALL OR NONE.					
		THE FOLLOWING ITEM TO BE AWARDED ALL OR NONE.					
Appx 1-8,000		4" X 6" POSTCARD PRINTED ON ONE SIDE. ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTCARDS TO BE PACKAGED IN STACKS OF 100.					
		PRICE PER POSTCARD_____					
		FOLLOWING SPECIFICATIONS APPLY TO ALL ITEMS ON THIS BID.					
		Vendor shall not change any portion without permission from the Purchasing Department.					
		Printed signs to be delivered less than seven (7) days after notification. Finished product, unless specified otherwise, will be delivered to user Department.					
		ALL BANNERS MUST BE DELIVERED ROLLED AND TUBED.					
		POSTERS TO BE DELIVERED FLAT AND BOXED.					
		MUST HAVE A PLACE OF BUSINESS WITHIN 5 MILES OF POLICE JURSIDICTION OF THE CITY OF MOBILE FOR PICKUP IF REQUIRED BY CITY OF MOBILE					
		All quantities purchased will be based on an as needed basis by City departments. Initial order to be as stated. Pricing shall be firm for additional orders, quantities. Vendor is responsible to provide all materials and labor.					
					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for five (5) more additional six (6) month periods.

All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact.

Samples: City may request a sample of an item for evaluation. Vendor to provide sample upon request

City of Mobile Business License may be required. See Item 14 on reverse of Page 1.

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, contact City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gametime for poured-in-place surface repair materials and services for Henry Aaron Park.
CIP

Amount of Contract:

$15,460/00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 Gametime3 Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1509	2023	(3032) ARCHITECTURAL ENGINEERING	POURED IN PLACE SURFACE REPAIR MATERIALS AND SERVICES FOR HENRY AARON PARK (OMNNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$15,460.00	(289913) GAMETIME

Adopted:

_____

City Clerk

Bill To	Requisition 00001509-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GAMETIME	AARON PARK
P O BOX 1178	2010 ANDREWS STREET
	MOBILE, AL 36617
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA.PARKER@CITYOFMOBILE.ORG
	Deliver To
	AARON PARK
	2010 ANDREWS STREET
	MOBILE, AL 36617
	Delivery Reference
	brenda.parker@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER OMNIA PARTNERS CONTRACT 2017001134 EXPIRES 6-30-2024			
001	GAMETIME, REMOVAL OF EXISTING BASEBALL STEPPERS, FROM 2-5 AREA ONLY	1.00 LOT	3465.00000	3465.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0811 .CONSTRUCTN. .			3465.00
	Ship To AARON PARK 2010 ANDREWS STREET MOBILE, AL 36617 Delivery Reference BRENDA.PARKER@CITYOFMOBILE.ORG			
	Deliver To AARON PARK 2010 ANDREWS STREET MOBILE, AL 36617 Delivery Reference brenda.parker@cityofmobile.org			
002	GT-IMPAX, POURED IN PLACE SURFACING REPAIR, 50/50 COLOR,	1.00 LOT	11995.00000	11995.00

Bill To	Requisition 00001509-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GAMETIME	AARON PARK
P O BOX 1178	2010 ANDREWS STREET
	MOBILE, AL 36617
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA.PARKER@CITYOFMOBILE.ORG
	Deliver To
	AARON PARK
	2010 ANDREWS STREET
	MOBILE, AL 36617
	Delivery Reference
	brenda.parker@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	BLACK MIX, GRAPHICS TO MATCH EXISTING SURFACING, INCLUDES DUMPSTER			
	Additional Description Notes			

	PER YOUR QUOTE #101347-01-01			
	OMNIA PARTNERS CONTRACT #2017001134			
	FOR QUESTIONS OR CONCERNS CONTACT S MCINTYRE @ 251.208.7635			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0811 .CONSTRUCTN. .			11995.00
	Ship To			
	AARON PARK			
	2010 ANDREWS STREET			
	MOBILE, AL 36617			
	Delivery Reference			
	BRENDA.PARKER@CITYOFMOBILE.ORG			
	Deliver To			
	AARON PARK			
	2010 ANDREWS STREET			
	MOBILE, AL 36617			
	Delivery Reference			
	brenda.parker@cityofmobile.org			

Requisition Link

Requisition Total 15460.00

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

Bill To	Requisition 00001509-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	AARON PARK 2010 ANDREWS STREET MOBILE, AL 36617 Delivery Reference BRENDA.PARKER@CITYOFMOBILE.ORG Deliver To AARON PARK 2010 ANDREWS STREET MOBILE, AL 36617 Delivery Reference brenda.parker@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E C0811 .CONSTRUCTN. .		15460.00	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	15460.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	11/04/22	GREGG BLAIZE	Auto approved by: 910518486
Approved	11/04/22	CARLEEN STOUT	approved!
Approved	11/04/22	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	12/19/22	GREGG BLAIZE	Auto approved by: 910519420
Approved	12/19/22	CARLEEN STOUT	Auto approved by: 910519420
Approved	12/19/22	CASSIE BOATWRIGHT	
Approved	01/23/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	01/23/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/23/23	CASSIE BOATWRIGHT	
Rejected	11/07/22	BRENDA RHODES	Can't be charged to this accou
Approved	12/19/22	BRENDA RHODES	
Approved	12/19/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/19/22	RELYA MALLORY	Auto approved by: 910511034
Approved	01/23/23	BRENDA RHODES	
Approved	01/23/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/23/23	RELYA MALLORY	Auto approved by: 910511034
Rejected	12/29/22	SANDRA LEWIS	waiting on updated quote
Approved	01/25/23	DONALD ROSE	Auto approved by: 910518227
Approved	01/25/23	SANDRA LEWIS	
Approved	01/25/23	KAREN NAMAN	Auto approved by: 910518227

Bill To	Requisition 00001509-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	AARON PARK 2010 ANDREWS STREET MOBILE, AL 36617 Delivery Reference BRENDA.PARKER@CITYOFMOBILE.ORG Deliver To AARON PARK 2010 ANDREWS STREET MOBILE, AL 36617 Delivery Reference brenda.parker@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/25/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	01/25/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

GameTime

Playground Solutions

Overview
Contract Documentation
Outdoor Fitness
The GameTime Difference
Featured Products
Case Studies
Project Gallery
Our Process
Pricing & Shipping
Sustainability
FAQs

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

Click to Download

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Executive Summary

- Uniform Guidance
- Due Diligence

This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.

Accept Decline

- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13

Solicitation Process

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

Contact Information

Clint Whiteside
Manager of Sales Operations
GameTime / PlayCore
Mobile: (256) 638-5914
Clint.whiteside@gametime.com

SUPPLIER WEBSITE

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** | Last name**

Company name** | Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

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:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Gametime for poured-in-place surface repair materials and services for Doyle Park.
CIP

Amount of Contract:

$28,924.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 Gametime Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1503	2023	(3032) ARCHITECTURAL ENGINEERING	POURED IN PLACE SURFACE REPAIR MATERIALS AND SERVICES FOR DOYLE PARK (OMNNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$28,924.00	(289913) GAMETIME

Adopted:

_____
City Clerk

Bill To	Requisition 00001503-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GAMETIME	DOYLE PARK
P O BOX 1178	1728 ROSEDALE ROAD
	MOBILE, AL 36615
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	DOYLE PARK
	1728 ROSEDALE ROAD
	MOBILE, AL 36615
	Delivery Reference
	BRNDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER OMNIA PARTNERS CONTRACT 2017001134 EXPIRES 06-30-2024			
001	GT-IMPAX-2069 SQFT PIP REPAIRS, MIRACLE FIELD-115' OF SEAMS TO BE REPAIRED, 42' OF BEIGE TURN DOWN AT DUGOUT ON THE FIELD; PLAYGROUND-130' OF GREEN SEAMS, 30 SQFT OF GREEN 50/50 PATCH, 150 SQFT OF BLACK RUNWAY PATCH, INCLUDES DUMPSTER, SECURITY NOT INCLUDED	1.00 LOT	28924.00000	28924.00
	Additional Description Notes			
	PER YOUR QUOTE #:101248-01-03			
	OMNIA PARTNERS CONTRACT #2017001134			
	FOR QUESTIONS OR CONCERNS CONTACT S MCINTYRE @ 251.208.7635			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0810 .CONSTRUCTN. .			28924.00

Bill To	Requisition 00001503-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GAMETIME	DOYLE PARK
P O BOX 1178	1728 ROSEDALE ROAD
	MOBILE, AL 36615
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	DOYLE PARK
	1728 ROSEDALE ROAD
	MOBILE, AL 36615
	Delivery Reference
	BRNDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
DOYLE PARK
1728 ROSEDALE ROAD
MOBILE, AL 36615
Delivery Reference
BRENDA PARKER

Deliver To
DOYLE PARK
1728 ROSEDALE ROAD
MOBILE, AL 36615
Delivery Reference
BRNDA PARKER

Requisition Link

Requisition Total 28924.00

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

Account	Amount	Remaining Budget
E C0810 .CONSTRUCTN. .	28924.00	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	28924.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	11/04/22	GREGG BLAIZE	Auto approved by: 910518486

Bill To	Requisition 00001503-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	DOYLE PARK 1728 ROSEDALE ROAD MOBILE, AL 36615 Delivery Reference BRENDA PARKER Deliver To DOYLE PARK 1728 ROSEDALE ROAD MOBILE, AL 36615 Delivery Reference BRNDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/04/22	CARLEEN STOUT		approved!	
	Approved	11/04/22	CASSIE BOATWRIGHT		Auto approved by: 910518486	
	Approved	12/19/22	GREGG BLAIZE		Auto approved by: 910519420	
	Approved	12/19/22	CARLEEN STOUT		Auto approved by: 910519420	
	Approved	12/19/22	CASSIE BOATWRIGHT			
	Approved	01/23/23	GREGG BLAIZE		Auto approved by: 910519420	
	Approved	01/23/23	CARLEEN STOUT		Auto approved by: 910519420	
	Approved	01/23/23	CASSIE BOATWRIGHT			
	Rejected	11/07/22	BRENDA RHODES		Can't be charged to this accou	
	Approved	12/19/22	BRENDA RHODES			
	Approved	12/19/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	12/19/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	01/23/23	BRENDA RHODES			
	Approved	01/23/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	01/23/23	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	12/29/22	SANDRA LEWIS		waiting on updated quote	
	Approved	01/25/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	01/25/23	SANDRA LEWIS			
	Approved	01/25/23	KAREN NAMAN		Auto approved by: 910518227	
	Approved	01/25/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	01/25/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

GameTime

Playground Solutions

Overview
Contract Documentation
Outdoor Fitness
The GameTime Difference
Featured Products
Case Studies
Project Gallery
Our Process
Pricing & Shipping
Sustainability
FAQs

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

Click to Download

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Executive Summary

- Uniform Guidance
- Due Diligence

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Accept Decline

- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13

Solicitation Process

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

Contact Information

Clint Whiteside
Manager of Sales Operations
GameTime / PlayCore
Mobile: (256) 638-5914
Clint.whiteside@gametime.com

SUPPLIER WEBSITE

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** | Last name**

Company name** | Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

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:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gametime for poured-in-place surface repair materials and services for Medal of Honor Park.
CIP

Amount of Contract:

$28,359.48

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 Gametime2 Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1504	2023	(3032) ARCHITECTURAL ENGINEERING	POURED IN PLACE SURFACE REPAIR MATERIALS AND SERVICES FOR MEDAL OF HONOR PARK (OMNNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$28,359.48	(289913) GAMETIME

Adopted:

_____

City Clerk

Bill To	Requisition 00001504-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA PARKER Deliver To COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA.PARKER@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER OMNIA PARTNERS CONTRACT 2017001134 EXPIRES 06-30-2024			
001	GT IMPAX - PIP REPAIRS TO EXISTING SURFACING BOAT AREA; INCLUDES BASE MATERIAL WHERE NEEDED, COLARS ARE 39 SQFT LIGHT BLUE & 4 SQFT DARK BLUE, PATCHES ARE NOT COVERED UNDER WARRANTY, RECCOMMEND RECAP OF ENTIRE SURFACE, INCLUDES DUMPSTER, SECURITY NOT INCLUDED	1.00 LOT	7622.50000	7622.50
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0751 .CONSTRUCTN. .			7622.50

Ship To
COTTAGE HILL PARK
1711 HILLCREST ROAD
MOBILE, AL 36609
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Bill To	Requisition 00001504-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA PARKER Deliver To COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA.PARKER@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	GT-IMPAX SQFT RECAP OF TOWER AREA, 1 COLOR, 1/2" RECAP, 50/50 COLOR/BLACK MIX, INCLUDES DUMPSTER, SECURITY NOT INCLUDED Additional Description Notes --- PER YOUR QUOTE #101247-01-02; OMNIA PARTNERS CONTRACT #2017001134 COTTAGE HILL PARK HAS BEEN RENAMED MEDAL OF HONOR PARK, 1711 HILLCREST RD, MOBILE, AL CONTACT S MCINTYRE WITH QUESTIONS OR CONCERNS @ 251.208.7635	1331.00 LOT	15.58000	20736.98
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0751 .CONSTRUCTN. .			20736.98

Ship To
COTTAGE HILL PARK
1711 HILLCREST ROAD
MOBILE, AL 36609
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Bill To	Requisition 00001504-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GAMETIME	COTTAGE HILL PARK
P O BOX 1178	1711 HILLCREST ROAD
	MOBILE, AL 36609
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	COTTAGE HILL PARK
	1711 HILLCREST ROAD
	MOBILE, AL 36609
	Delivery Reference
	BRENDA.PARKER@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			28359.48

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

Account			Amount	Remaining Budget
E C0751	.CONSTRUCTN.	.	28359.48	.52

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	28359.48	
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	11/04/22	GREGG BLAIZE	Auto approved by: 910518486
Approved	11/04/22	CARLEEN STOUT	approved!
Approved	11/04/22	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	12/19/22	GREGG BLAIZE	Auto approved by: 910519420
Approved	12/19/22	CARLEEN STOUT	Auto approved by: 910519420
Approved	12/19/22	CASSIE BOATWRIGHT	
Approved	01/23/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	01/23/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/23/23	CASSIE BOATWRIGHT	
Rejected	11/07/22	BRENDA RHODES	Can't be charged to this accou
Approved	12/19/22	BRENDA RHODES	
Approved	12/19/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/19/22	RELYA MALLORY	Auto approved by: 910511034
Approved	01/23/23	BRENDA RHODES	
Approved	01/23/23	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To	Requisition 00001504-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
GAMETIME	COTTAGE HILL PARK
P O BOX 1178	1711 HILLCREST ROAD
	MOBILE, AL 36609
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	COTTAGE HILL PARK
	1711 HILLCREST ROAD
	MOBILE, AL 36609
	Delivery Reference
	BRENDA.PARKER@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/23/23	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	12/29/22	SANDRA LEWIS		waiting on updated quote	
	Approved	01/25/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	01/25/23	SANDRA LEWIS			
	Approved	01/25/23	KAREN NAMAN		Auto approved by: 910518227	
	Approved	01/25/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	01/25/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

GameTime

Playground Solutions

Overview
Contract Documentation
Outdoor Fitness
The GameTime Difference
Featured Products
Case Studies
Project Gallery
Our Process
Pricing & Shipping
Sustainability
FAQs

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

Click to Download

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Executive Summary

- Uniform Guidance
- Due Diligence

This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.

Accept Decline

- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13

Solicitation Process

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

Contact Information

Clint Whiteside
Manager of Sales Operations
GameTime / PlayCore
Mobile: (256) 638-5914
Clint.whiteside@gametime.com

SUPPLIER WEBSITE

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** | Last name**

Company name** | Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

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:2/7/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Diesel fuel for the Wave Transit.

General fund.

Amount of Contract:
Total of all is $103,845.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230124 Agenda Package Wave Fuel POs	Cover Memo	1/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4572	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$25,961.25	(279229) PETROLEUM TRADERS CORPORATION
4573	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$25,961.25	(279229) PETROLEUM TRADERS CORPORATION
4574	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$25,961.25	(279229) PETROLEUM TRADERS CORPORATION
4575	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$25,961.25	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00004572-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE COMTRACT #T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	3.45000	25961.25
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			25961.25
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00004572-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 25961.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	25961.25	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
CCancelled	01/20/23	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	01/20/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/20/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/20/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/20/23	JOHN PAINE	Approved by: 9105neej
Approved	01/20/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00004572-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004573-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE COMTRACT #T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	3.45000	25961.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			25961.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00004573-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 25961.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	25961.25	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
CCancelled	01/20/23	JAMES NEESE JR	GL Allocation changed
Approved	01/20/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/20/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/20/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/20/23	JOHN PAINE	Approved by: 9105neej
Approved	01/20/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00004573-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004574-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE COMTRACT #T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	3.45000	25961.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			25961.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00004574-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 25961.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	25961.25	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

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CCancelled	01/20/23	JAMES NEESE JR	GL Allocation changed
Approved	01/20/23	DONALD ROSE	Auto approved by: 9105paij
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Approved	01/20/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/20/23	JOHN PAINE	Approved by: 9105neej
Approved	01/20/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00004574-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004575-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE COMTRACT #T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	3.45000	25961.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			25961.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00004575-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 25961.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	25961.25	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	01/20/23	JAMES NEESE JR	GL Allocation changed
Approved	01/20/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/20/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/20/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/20/23	JOHN PAINE	Approved by: 9105neej
Approved	01/20/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00004575-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
MA-Gasoline and Diesel Fuel Amendment #1

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
200000000389-999-1

Linked Solicitation

Sourcing Number

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
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/14/2021

End Date
3/30/2023

Documents

- T104 Purpose T&C's.xml
- Final_MA_999_200000000389_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_200000000389_1_MA_FORM_ADV_PDF.PDF
- T104-Taxes and Fees line 6 description.xml
- T104 Gasoline and Diesel Fuel T and C.xml

Items

Item Name	Product Code		UOM
LAMAR, DIESEL 7500> GALLONS, DELIVERY	200000000389-999-1-1	0.05	Gallon
LAMAR, DIESEL 7500> GALLONS, DELIVERY	200000000389-999-1-1	0.00	Gallon
FUEL PRICING GASOLINE AND DIESEL FUEL	200000000389-999-1-2	0.00	USD
TAXES/FEES-FEDERAL/STATE/LOCAL	200000000389-999-1-3	0.00	USD

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

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

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for LED parking light fixtures for Medal of Honor Park.
CIP.

Amount of Contract:

$16,378.92

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230124 Graybar Agenda Package POs	Cover Memo	1/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3261	2023	(3035) FACILITY MAINTENANCE	76 PARKING LOT LED LIGHT FIXTURES AND SUPPLIES FOR MEDAL OF HONOR PARK (SEALED BID 5751)	$16,378.92	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003261-00 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
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5751 AND YOUR BID RESPONSE			
001	FIXTURE LIGHTING, PARKING LOT	50.00	155.30000	7765.00
	FIXTURE 185W 480V BRONZE LED AREA	EACH		
	LIGHT, ASD LIGHTING CORP			
	ASD-LSB2HV-185D50B-PRM. AS PER			
	MY BID 5751 AND YOUR BID RESPONSE.			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0820 .OPERSUPPLS. .			7765.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

Bill To	Requisition 00003261-00 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 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
002	MOUNT, SLIP FITTER, BRONZE MOUNTING BRACKET ASD SF-LSB2-BR. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	50.00 EACH	24.23000	1211.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0820 .OPERSUPPLS. .			1211.50

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

003	FUSE HOLDER, HEB IN-LINE FUSE HOLDER, 30A SINGLE-POLE 200 KALOADSIDE; COPPER CRIMP #6 (2) #10 LINESIDE: C. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	100.00 EACH	18.62000	1862.00

Bill To	Requisition 00003261-00 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 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0820 .OPERSUPPLS. .			1862.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

004	FUSE, 600V, LIMITRON FAST-ACTING FUSE, CONTROL CIRCUITS, LIGHTING CIRCUIT PROTECTION METER CIRCUITS 15A, NON-INDICATING, FERRULE END X FERRULE END, 100 KAIC AT 600V, MELAMINE TUBE NICKEL-PLATED BRONZE ENDCAP, EATON BUSSMANN SERIES. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	100.00 EACH	8.30000	830.00

1 2000.80.00.0000.0000.0000.0000.0000.44020.

Bill To	Requisition 00003261-00 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 4

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0820 .OPERSUPPLS. .			830.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

005	CABLE, OMNI 14/3 CONDUCTOR VINYL NYLON TRAY CABLE, (VNTC) 600V NON-SHIELDED CONTROL CABLE EXPOSED RUN RATING. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	1000.00 EACH	0.43576	435.76
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0820 .OPERSUPPLS. .			435.76

Bill To	Requisition 00003261-00 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 5

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

006 FIXTURE LIGHTING, PARKING LOT — 26.00 EACH — 140.18000 — 3644.68
FIXTURE 185W 480V BRONZE LED AREA
LIGHT, ASD LIGHTING CORP
ASD-LSB2HV-185D50W-PRM LED WITH PE
CELL ASD-PC-LSB. AS PER MY BID
5751 AND YOUR BID RESPONSE.
Vendor Item

1 2000.80.00.0000.0000.0000.0000.0000.44020.
E C0820 .OPERSUPPLS. . 3644.68

Bill To	Requisition 00003261-00 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 6

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference CLIFTON THOMAS Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Work Order: 171824 Work Order Task: 1			
007	MOUNT, SLIP FITTER, BRONZE MOUNTING BRACKET ASD SF-LSB2-BR. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	26.00 EACH	24.23000	629.98
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0820 .OPERSUPPLS. .			629.98

Bill To	Requisition 00003261-00 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 7

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

Requisition Link

Requisition Total 16378.92

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

Account	Amount	Remaining Budget
E C0820 .OPERSUPPLS. .	16378.92	3621.08

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	16378.92	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Rejected	12/16/22	GREGG BLAIZE	Per Cliff's request. Wrong Acc

Bill To	Requisition 00003261-00 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 8

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/19/22	GREGG BLAIZE		Auto approved by: 910519420	
	Approved	12/19/22	CARLEEN STOUT		Auto approved by: 910519420	
	Approved	12/19/22	CASSIE BOATWRIGHT			
	Approved	12/19/22	BRENDA RHODES			
	Approved	12/19/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	12/19/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	01/23/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	01/23/23	SANDRA LEWIS			
	Approved	01/23/23	KAREN NAMAN		Auto approved by: 910518227	
	Approved	01/23/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	01/23/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5751

ELECTRICAL SUPPLIES FIXTURES/FUSES/WIRE

	VENDOR	GRAYBAR	STUART C. IRBY	WESCO DISTRIBUTION	CONSOLIDATED ELECTRICAL
1	ASD-LSB2HV--185D50B-PRM ASD LIGHTING LED PARKING LOT FIXTURE OR EQUAL	$ 155.330	$ 149.29	$ 165.00	$ 180.00
2	BRONZE SLIP FITTER MOUNTING BRACKET ASD-SF-LSB2-BR	$ 24.23	$ 23.29	$ 26.00	$ 42.46
3	EATON BUSSMANN SERIES HEB INLINE FUSE HOLDER, INLINE FUSE HOLDER, 30A SINGLE-POLE 200 KA LOADSIDE: COPPER CRIMP #6 (2) # 10 LINESIDE: C	$ 18.62	$ 18.45	$ 20.00	$ 34.96
4	EATON BUSSMANN SERIES KTK FUSE, LIMITRON FAST-ACTING FUSE, CONTROL CIRCUITS, LIGHTING CIRCUIT PROTECTION, METER CIRCUITS, 15A, NON-INDICATING, FERRULE END X FERRULE END, 100 KAIC AT 600V, MELAMINE TUBE NICKEL-PLATED BRONZE ENDCAP, 600V	$ 8.30	$ 9.70	$ 7.00	$ 12.91
5	OMNI CABLE 14/3C VNTC N/S E2 600V TC-ER 1000 FOOTROLL	$ 435.76	$ 484.21	$ 525.00	$ 603.00
6	ASD-LSB2-185D50W-PRM LED AREA LIGHTING WITH PE CELL ASD-PC-LSB	$ 140.18	$ 119.65	$ 135.00	150.05
7	BRONZE SLIP FITTER MOUNTING BRACKET ASD-SF-LSB2-BR	$ 24.23	$ 23.29	$ 26.00	42.46
9	TOTAL	$ 806.65	$ 827.88	$ 904.00	$ 1,065.84

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/19/2022	5751	ELECTRICAL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 13, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	ELECTRICAL SUPPLIES **FIXTURES/FUSES/WIRE**					
Qty. 1-75	ASD-LSB2HV-150D50B-PRM ASD LIGHTING LED PARKING LOT FIXTURE OR EQUAL. MUST MEET SPECIFICATIONS: Led 480 VOLT Slip-fitter Mounted Minimum lumen output 22,000 Stainless Steel Hardware Minimum 710KV surge protection Minimum 7 year warranty 5,000K Bronze in Color Make _____ Model _____					
Qty. 1-75	Bronze Slip Fitter Mounting Bracket ASD-SF-LSB2-BR or Equal to Make _____ Model _____					
Qty. 1-100	Eaton Bussmann series HEB inline fuse holder, Inline fuse holder, 30 A, Single-pole, 200 kA, Loadside: Copper crimp #6; (2) #10|Lineside: Copper crimp #8-16; (2) #12-16, 200 kAIC, 600 V or Equal to Make _____ Model _____					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3						
Qty. 1-100	Eaton Bussmann series KTK fuse, LIMITRON Fast-acting fuse, Control circuits, lighting circuit protection, meter circuits, 15 A, Non-indicating, Ferrule end x ferrule end, 100 kAIC at 600 V, Melamine tube|Nickel-plated bronze endcap, 600 V or Equal to Make _____Model_____						
Qty. 1-5	OMNI CABLE 14/3C VNTC N/S E2 600V TC-ER 1000 FOOT ROLL or Equal to Make _____Model_____						
Qty. 1-50	ASD-LSB2-185D50W-PRM LED AREA LIGHTING OR EQUAL. MUST MEET SPECIFICATIONS: LED 120-277 VOLT SLIP FITTER MOUNT MINIMUM LUMEN OUTPUT 22,000 STAINLESS STEEL HARDWARE ALUMINUM HOUSING MINIMUM 10KV SURGE PROTECTION MINIMUM 7 YEAR WARRANTY 5000K TWIST LOCK PHOTOCELL TOP MOUNTED BRONZE IN COLOR Make _____Model_____						
Qty. 1-50	Bronze Slip Fitter Mounting Bracket ASD-SF-LSB2-BR Or Equal to Make _____Model_____						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

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

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

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

Pricing to be firm for a 6-month period following the award of this bid. At the option of the City and the successful vendor, the award may be extended for five (5) additional 6-month periods.

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

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

DELIVERY IS TO BE WITHIN 30 DAYS OF ARO.

TO BE AWARDED ON AN ALL OR NONE BASIS

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Harrells LLC for fertilizer for Azalea City Golf Course.

General fund.

Amount of Contract:

$15,058.60

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

ATTACHMENTS:

Description	Type	Upload Date
20230124 Harrells Agenda Package POs	Cover Memo	1/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3152	2023	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER FOR AZALEA CITY GOLF COURSE (SEALED BID 5759)	$15,058.60	(270772) HARRELLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003152-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER MY BID #5759 AND QUOTE BY BRETT DRINKWINE.			
001	FERTILIZER AS SPECIFIED:	40.00 BAG	31.19000	1247.60
	Additional Description Notes --- FAIRWAY GRADE FERTILIZER WITH 0.67% RONSTAR HERBICIDE AS MANUFACTURED BY BAYER (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE DELIVERED ON OR BEFORE MAR 7, 2023, 50 POUND BAGS Vendor Item Inventory Item/Loc 14207			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			1247.60
	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608			

Bill To	Requisition 00003152-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
002	FERTILIZER BULK, AS SPECIFIED :	10.00 TON	1247.60000	12476.00

Additional Description Notes

FAIRWAY GRADE FERTILIZER WITH 0.67% RONSTAR HERBICIDE AS MANUFACTURED BY BAYER (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE BULK SPREAD BY PROVIDER ON MAR 7TH, 8TH, OR 9TH, 2023, PRICE PER TON

Vendor Item

Inventory Item/Loc 3983

1	6130.70.20.0000.0000.2005.0000.0000.44020.	12476.00

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

003	FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND D RIVER	1.00 LOT	1335.00000	1335.00

Additional Description Notes

Bill To	Requisition 00003152-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	SPREAD FERTILIZER OVER 89 ACRES AT 225 LBS/ACRE ON MAR 7TH, 8TH, OR 9TH, 2023 Vendor Item Inventory Item/Loc 12312			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			1335.00

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 15058.60

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

Account	Amount	Remaining Budget
6130.70.20.0000.0000.2005.0000.0000.44020. AZALEA CITY GOLF COURSE EXP OPERATING SUPPLIES	15058.60	613255.22

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00003152-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6130.70.20.0000.0000.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
HARRELLS LLC	AZALEA CITY GOLF COURSE
P O BOX 807	1000 GAILLARD DRIVE
	MOBILE, AL 36608
LAKELAND, FL 33802	
Tel#800-780-2774	Delivery Reference
Fax 863-904-1545	BRIAN AARON
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account			Qty	Unit Price	Net Price
	CCancelled	01/18/23	JAMES NEESE JR		GL Allocation, GL Allocation,	
	Approved	01/18/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/18/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/18/23	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	01/18/23	JOHN PAINE		Approved by: 9105neej	
	Approved	01/18/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID #5759

FERTILIZER ANALYSIS

HARRELLS LLC

10 TONS 9-1-9 FERTILIZER	$1247.60/TON
1 LOT FERTILIZER SPREAD CHARGE	$1335.00
40 BAGS 9-1-9 FERTILIZER 50 LB BAG	$31.19/BAG

TOTAL $15058.60

3152

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: 007

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:
01/04/2023	5759	Azalea City Golf Course	1000 Gaillard Drive, Mobile, AL 36608

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Wednesday, January 18, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

FERTILIZER

The City of Mobile requests bids for Fertilizer as per the attached RFQ.

See specifications on following sheets.

State pricing as specified (i.e., ton, lot, bag) as requested.

State pricing on spread service as a single charge. Spread charge must be stated. Do not add it to fertilizer price.

State pricing on attached RFQ.

All prices quoted are to be delivered prices F.O.B. Mobile.

State any special conditions or ordering instructions.

Business License is required. See item 14 on reverse.

Bid Bond not required

Page 1 of 2

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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

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

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

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

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business 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.

THIS BID IS 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.

Azalea City Golf Course

City of Mobile
Mobile, AL

SPECIFICATIONS FOR FAIRWAY FERTILIZER WITH PRE-EMERGE HERBICIDE

One order of fairway grade fertilizer with 0.67% Ronstar herbicide as manufactured by Bayer (brand name only, no substitutions)

Shipment to be a total of 11 tons, 10 tons in 2000-pound bulk bags and one ton in 50-pound bags.

The bulk material shall be spread by provider over approximately 89 acres.

Product should be delivered and spread on March 7th, 8, or 9th, 2023 beginning at 5:30am. The analysis shall be 9-1-9, fairway grade, 100% slow-release nitrogen derived from UF, MU, or PCU (no SCU's will be accepted), no substitutions will be accepted. This product is to be spread at 225 pounds per acre.

This bid not to be split among vendors; it shall be awarded to one vendor only.

BID #5759

10 TONS FERTILIZER BULK, FAIRWAY GRADE FERTILIZER WITH 0.67% RONSTAR HERBICIDE AS MANUFACTURED BY BAYER (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE BULK SPREAD BY PROVIDER ON MARCH 7TH, 8TH, OR 9TH, 2023

TON PRICE:

1 LOT FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND DRIVER, SPREAD FERTILIZER OVER 89 ACRES AT 225 LBS/ACRE ON MARCH 7TH, 8TH, OR 9TH, 2023

LOT PRICE:

40 BAGS FERTILIZER, FAIRWAY GRADE FERTILIZER WITH 0.67% RONSTAR HERBICIDE AS MANUFACTURED BY BAYER (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE DELIVERED ON OR BEFORE MAR 7, 2023, 50 POUND BAGS

BAG PRICE:

TOTAL BID PRICE:

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:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to World Class Athletic Services for tennis court paint and repair materials for Mobile tennis center.

CIP

Amount of Contract:

$34,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 World Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3603	2023	(F6110) TENNIS CENTER	TENNIS COURT PAINT AND REPAIR MATERIALS (SEALED BID 5755)	$34,500.00	(239522) WORLD CLASS ATHLETIC SURFACES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003603-00 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 1

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC P O BOX 152 LELAND, MS 38756 Tel#662-686-9997 Fax 662-686-9977	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5755 AND YOUR BID RESPONSE			
001	CRACK REPAIR COURT PAINT SPECIAL BLUE CONCENTRATE PAINT 55 GALLON DRUM, WORLD CLASS ATHLETIC SURFACES #TCP320. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17589	10.00 DRUM	1075.00000	10750.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			10750.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

Bill To	Requisition 00003603-00 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
WORLD CLASS ATHLETIC SURFACES INC P O BOX 152 LELAND, MS 38756 Tel#662-686-9997 Fax 662-686-9977	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
002	CRACK REPAIR COURT PAINT MEDIUM GREEN PAINT CONCENTRATE 55 GALLON DRUM, WORLD CLASS ATHLETIC SURFACES #TCP115. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17590	10.00 DRUM	1075.00000	10750.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			10750.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
003	CRACK REPAIR KIT ACRYLIC RESURFACER, NEUTRAL COLOR, 55 GALLON DRUM, WORLD CLASS ATHLETIC SURFACES #TCP005. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item	10.00 DRUM	1000.00000	10000.00

Bill To	Requisition 00003603-00 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 3

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC P O BOX 152 LELAND, MS 38756 Tel#662-686-9997 Fax 662-686-9977	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 17595			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			10000.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
004	CRACK REPAIR PATCH BINDER 5 GALLON PAIL, WORLD CLASS ATHLETIC SURFACE #TCP490. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17594	6.00 PAIL	150.00000	900.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			900.00

Bill To	Requisition 00003603-00 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 4

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC P O BOX 152 LELAND, MS 38756 Tel#662-686-9997 Fax 662-686-9977	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
005	CRACK REPAIR LINE PAINT TEXTURE WHITE IS SQUEEZE BOTTLES, 4-1 GALLON PER CASE, WORLD CLASS ATHLETIC SURFACES #TCP451, SQUARE BOTTLES. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17593	10.00 CASE	120.00000	1200.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			1200.00

Bill To	Requisition 00003603-00 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 5

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC	TENNIS CENTER
P O BOX 152	851 GAILLARD DRIVE
	MOBILE, AL 36608
LELAND, MS 38756	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#662-686-9997	Delivery Reference
Fax 662-686-9977	COURT PAINT
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
006	CRACK REPAIR SAND SAND GRANULES BIG #4010, 75 LB BAG, WORLD CLASS ATHLETIC SURFACES #TCP515. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17592	30.00 BAG	15.00000	450.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			450.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT			

Bill To	Requisition 00003603-00 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 6

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC	TENNIS CENTER
P O BOX 152	851 GAILLARD DRIVE
	MOBILE, AL 36608
LELAND, MS 38756	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#662-686-9997	Delivery Reference
Fax 662-686-9977	COURT PAINT
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
007	CRACK REPAIR SAND SMALL SAND GRANULES FINE #7010, 25 LB BAG, WORLD CLASS ATHLETIC SURFACES #TCP500. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17591	30.00 BAG	15.00000	450.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			450.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT			
	Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 34500.00

Bill To	Requisition 00003603-00 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 7

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC P O BOX 152 LELAND, MS 38756 Tel#662-686-9997 Fax 662-686-9977	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E C0769 .OPERSUPPLS. .		34500.00	63500.00
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	2000.80.00.0000.0000.0000.0000.0000.44020.		34500.00	
	CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES			

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

Activity	Date	Clerk	Comment
Approved	12/27/22	GREGG BLAIZE	Auto approved by: 910519420
Approved	12/27/22	CARLEEN STOUT	Auto approved by: 910519420
Approved	12/27/22	CASSIE BOATWRIGHT	
Approved	12/27/22	BRENDA RHODES	Auto approved by: 910514227
Approved	12/27/22	TIFFANY HOLLINS	
Approved	12/27/22	RELYA MALLORY	Auto approved by: 910514227
Approved	01/25/23	DONALD ROSE	Auto approved by: 910518227
Approved	01/25/23	SANDRA LEWIS	
Approved	01/25/23	KAREN NAMAN	Auto approved by: 910518227
Approved	01/25/23	JOHN PAINE	Auto approved by: 910518227
Approved	01/25/23	MICHAEL SPAFFORD	Auto approved by: 910518227
Approved	01/25/23	JAMES NEESE JR	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5755

TENNIS COURT CRACK REPAIR SUPPLIES

	VENDOR	World Class Athletic Surfaces	Notes
1	Crack Repair Kits	no bid	
2	Neutral color 55 gallon drum Acrylic Resurfacer	$ 1,000.00	per 55 gallon drum
3	Patch Binder 5 gallon pail	$ 150.00	per 5 gallon pail
4	Medium Green 55 gallon drum Paint Concentrate	$ 1,075.00	per 55 gallon drum
5	Special Blue 55 gallon drum Paint Concentrate	$ 1,075.00	per 55 gallon drum
6	Small Bags Sand Granules (fine) 75lb sack	$ 15.00	per 75 lb bag
7	Bid Sand granules 75 lb sack	$ 15.00	per 75 lb bag
8	line paint, texture white squeeze bottles 4-1 gallon/case	$ 120.00	per case

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/29/2022	5755	Tennis Center	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

TENNIS COURT CRACK REPAIR SUPPLIES

Appx 1-25 Kits

Crack Repair Kits, Armor Crack Repair Kit or equal.

Kit consists of: 1 roll small cloth 20"wide x 300 ft long.
1 big cloth 20" wide and 300 feet in length
2 rolls of tape (adhesive) 6"wide x 160 ft long.
4 rolls yellow membrane 12"wide x 175 ft long.

Vendor to provide:

Make _____ Model _____

Price per kit FOB Mobile $ _____

Appx 1 -40 Drums

Drums Acrylic Resurfacer, Neutral color 55 gallon Drum
World Class Athletic Surfaces #TCP005.

Make _____ Model _____

Price per drum FOB Mobile $ _____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 4					
Appx 1 -30 Pail	Patch Binder 5 gallon pail World Class Athletic Surface #TCP490. Make _____ Model _____ Price per pail FOB Mobile $ _____					
Appx 1 -25	Drums Medium Green paint concentrate 55 gallon drum World Class Drum Athletic Surface #TCP115. MUST MATCH EXISTING PAINT. Make _____ Model _____ Price per drum FOB Mobile $ _____					
Appx 1 -25 Drums	Drum Special Blue concentrate paint 55 gallon drum World Class Athletic Surface #TCP320. MUST MATCH EXISTING PAINT Make _____ Model _____ Price per drum FOB Mobile $ _____					
Appx 1 -50 Bags	Bags Small Sand Granules (fine) #7010 75 lb. sack World Class Athletic Surface #TCP500. Make _____ Model _____ Price per bag FOB Mobile $ _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 4						
Appx 1 -50 Bags	Bid Sand Granules #4010 75 lb. sack World Class Athletic Surface #TCP505. Make _____ Model _____ Price per bag FOB Mobile $ _____						
Appx 1 -10	Line paint, texture white squeeze bottles 4-1 gallon/case World Class Cases Athletic Surface #TCP451. MUST MATCH EXISTING PAINT Make _____ Model _____ Price per case FOB Mobile $ _____						
	Quote pricing in units. All pricing must be delivered pricing FOB Mobile delivery cost must be in the price of the product bid. City will not put a separate line on purchase orders for freight. Vendor shall not quote freight as a separate line on this bid. If vendor quotes price plus freight, your bid will be rejected. Freight added to orders after the fact will not be paid. <u>Delivery</u>: Inside delivery is required. Delivery will require a lift gate on the delivery vehicle. Price of this must be included in the price of the product. City will not add to purchase or add to bill after the fact. City reserves the right to see a demonstration on requested samples for evaluation prior to award of this bid. Manufacturer's names and models are listed as a guide to product and quality that is desired by the City of Mobile. City will accept equals to the products listed after evaluation.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

City of Mobile Business License may be required.

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

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

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

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

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 shall be firm for the SIX (6) month period following the award of this bid. At the option of the City of Mobile and the successful bidder, this bid may be extended for up to five (5) additional six (6) month periods.

TO BE AWARDED ON AN ALL OR NONE BASES

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for Ford Stivers Lincoln Inc for 16 Ford F150 crew cab 4x4 pickup trucks for Motor Pool.

General fund/Motor Pool capital

Amount of Contract:

$651,738.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230125 Stivers Agenda Package POs	Cover Memo	1/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
2949,2950,4583	2023	(F7000) MOTOR POOL	16 FORD F150 CREW CAB 4X4 PICKUP TRUCKS FOR MOTOR POOL (AL STATE CONTRACT)	$651,738.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

Bill To	Requisition 00002949-00 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 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	HALF TON PICKUP TRUCK AS SPECIFIED: 2023 1/2 TON SUPERCAB 4 DOOR 4X4 PICKUP TRUCK WITH 5.0 V8 ENGINE, TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, TRAILER BRAKE CONTOLLER, SKID PLATES, AS PER STATE OF ALABAMA CONTRACT T-191, MASTER AGREEMENT MA2200000003128-13 MODEL SERIES X1E Additional Description Notes --- 2023 1/2 TON SUPERCAB 4 DOOR 4X4 PICKUP TRUCK WITH 5.0 V8 ENGINE, TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, TRAILER BRAKE CONTOLLER, SKID PLATES,	2.00 EACH	37013.00000	74026.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			74026.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

Bill To	Requisition 00002949-00 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
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	DELIVERY DELIVERY TO THE CITY OF MOBILE, 172 MILES AT $2.00 PER MILE	2.00 EACH	344.00000	688.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			688.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 74714.00

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

Account	Amount	Remaining Budget
E MP03040 .VEHICLEEXP. .	74714.00	24400.15

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

Account	Amount	Remaining Budget

Bill To	Requisition 00002949-00 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 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
01/24/23	292393	12/07/22			MOTOR POOL

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	74714.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	12/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	01/25/23	CHARLES SUMRALL	
Approved	12/22/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/22/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/22/22	CASI CALLAWAY	Auto approved by: 910520042
Approved	12/22/22	MARC VASSALLO	
Rejected	01/24/23	JOHN PAINE	NEED DELIVERY LINE
Queued	01/25/23	KINA ANDREWS	NEED DELIVERY LINE
Queued	01/25/23	JAMES DELAPP	NEED DELIVERY LINE
Queued	01/25/23	CASI CALLAWAY	NEED DELIVERY LINE
Queued	01/25/23	MARC VASSALLO	NEED DELIVERY LINE
Pending		DONALD ROSE	NEED DELIVERY LINE
Pending		SANDRA LEWIS	NEED DELIVERY LINE
Pending		KAREN NAMAN	NEED DELIVERY LINE
Pending		JOHN PAINE	NEED DELIVERY LINE
Pending		MICHAEL SPAFFORD	NEED DELIVERY LINE

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002950-00 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: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	HALF TON PICKUP TRUCK AS SPECIFIED: 2023 FORD F150 1/2 TON SUPERCREW CAB 4X4 FOUR DOOR PICKUP TRUCK WITH 5.0 V8 EGNINE, 17" SILVER PAINTED ALUMINUM WHEELS, CHROME FRONT AND REAR BUMPTERS, FOG LAMPS, TRAILERTOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, EXTERIOR COLOR OXFORD WHITE, AS PER STSTE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003128-15 MODEL W1E	4.00 EACH	40872.00000	163488.00

Additional Description Notes

2023 FORD F150 1/2 TON SUPERCREW CAB 4X4 FOUR DOOR PICKUP TRUCK WITH 5.0 V8 EGNINE, 17" SILVER PAINTED ALUMINUM WHEELS, CHROME FRONT AND REAR BUMPTERS, FOG LAMPS, TRAILERTOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, EXTERIOR COLOR OXFORD WHITE,

1	7000.40.20.0000.0000.2070.0000.0000.47120.		
	E MP03040 .VEHICLEEXP. .		163488.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Bill To	Requisition 00002950-00 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
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	DELIVERY FEE 172 MILES X $2.00 PER MILE TO THE CITY OF MOBILE DELIVERY AS SPECIFIED:	4.00 EACH	344.00000	1376.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			1376.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 164864.00

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

Account	Amount	Remaining Budget
E MP03040 .VEHICLEEXP. .	164864.00	24400.15

Bill To	Requisition 00002950-00 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 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	164864.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	01/25/23	CHARLES SUMRALL	Replace Asset not Listed
Approved	12/22/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/22/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/22/22	CASI CALLAWAY	Auto approved by: 910520042
Approved	12/22/22	MARC VASSALLO	
Rejected	01/24/23	JOHN PAINE	NEED DELIVERY LINE
Queued	01/25/23	KINA ANDREWS	NEED DELIVERY LINE
Queued	01/25/23	JAMES DELAPP	NEED DELIVERY LINE
Queued	01/25/23	CASI CALLAWAY	NEED DELIVERY LINE
Queued	01/25/23	MARC VASSALLO	NEED DELIVERY LINE
Pending		DONALD ROSE	NEED DELIVERY LINE
Pending		SANDRA LEWIS	NEED DELIVERY LINE
Pending		KAREN NAMAN	NEED DELIVERY LINE
Pending		JOHN PAINE	NEED DELIVERY LINE
Pending		MICHAEL SPAFFORD	NEED DELIVERY LINE

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004583-00 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: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	292393	01/18/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	1/2 TON PICKUP TRUCK AS SPECIFIED: 2023 FORD F150 CREW CAB 4X4 PICKUP TRUCK WITH 5.0L V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT & REAR BUMPERS; FOG LAMPS, TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, OXFORD WHITE. AS PER STATEOF ALABAMA CONTRACT T-191, MASTER AGREEMENT MA2200000003128-15 MODEL SERIES W1E	10.00 EACH	40872.00000	408720.00

Additional Description Notes

2023 FORD F150 CREW CAB 4X4 PICKUP TRUCK WITH 5.0L V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT & REAR BUMPERS; FOG LAMPS, TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, OXFORD WHITE.

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.	.	408720.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Bill To	Requisition 00004583-00 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
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
01/18/23	292393	01/18/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	DELIVERY FEE 172 MILES X $2.00 PER MILE TO THE CITY OF MOBILE	10.00 EACH	344.00000	3440.00
1	7000.40.20.0000.0000.2070.0000.0000.47120.			3440.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 412160.00

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

Account			Amount	Remaining Budget
E MP02070	.VEHICLEEXP.	.	408720.00	476256.11

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

Bill To	Requisition 00004583-00 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 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
01/18/23	292393	01/18/23			MOTOR POOL

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		412160.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	01/24/23	JOHN PAINE	Requisition item added changed
Approved	01/19/23	CHARLES SUMRALL	Reviewed and approve
Approved	01/25/23	CHARLES SUMRALL	Replace Asset not Listed
Approved	01/20/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/20/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/20/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/20/23	MARC VASSALLO	
Queued	01/25/23	KINA ANDREWS	
Queued	01/25/23	JAMES DELAPP	
Queued	01/25/23	CASI CALLAWAY	
Queued	01/25/23	MARC VASSALLO	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		KAREN NAMAN	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

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 ›

State of Alabama

Department of Finance
Division of Purchasing
Master Agreement

Contract Information			
State Contract Number:	MA220000003128	Name:	Ford Fleet T191 Stivers Ford
Type:	Master Agreement	Not to Exceed Amount:	
Signature Date:	UNDEFINED	Original End Date:	6/14/2023
Begin Date:	6/15/2022	Actual End Date:	
Solicitation Number:	SRC0000007870	Version Number:	0

Reason for Modification
UNDEFINED

Buyer Information	
Name:	PatHemme
Phone:	UNDEFINED
Email:	pat.hemme@purchasing.alabama.gov

Supplier Information	
Supplier Name / Order Address	**Supplier Contact**
VC000042177: Stivers Ford Lincoln	David Maddox
4000 Eastern Boulevard	8333193566
	dmaddox@stiversonline.com
Montgomery Alabama 36116	
US	

Item 1 - Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures, visit our website www.purchasing.alabama.gov.

Item 2 - Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:
The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Item 3 - Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Item 4 - Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Nonavailability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Item 5 - Sales Tax Exemption:

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Item 6 - Foreign Corporation – Alabama Secretary of State Registration:

Alabama Law requires a foreign entity (an out of state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State. Code of Alabama Section 10A-1-7.01 to 7.14.

Item 7 - Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012- 491):

As a condition for award of this bid, the vendor acknowledges the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/everify.

Item 8 - Certification Pursuant to Act no. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Item 9 - Product Delivery, Receiving and Acceptance:

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Item 10 - Invoices:

Inquiries concerning invoice payments are to be directed to the receiving agency.

Item 11 - Signature

Approved:

Purchasing Director

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the design, bid & award, and permitting of the Africatown Welcome Center

Amount of Contract:

$399,974.50

Funding Source

Project # Africatown Welcome Center - Phase One-Engineering & Design CL-036-21	**Discretionary Funds**
Project String GRANT: G-WLCMCTR1.CONTRSERVC (50235023-480200)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CL-036-21 Africatown Welcome Center - Phase One-Engineering & Design	Cover Memo	1/26/2023
CL-036-21 Request For Quotes	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/26/2023 - 10:35 AM
Accounting	Christian, Rebecca	Approved	1/26/2023 - 10:43 AM
Legal	Kern, Chris	Approved	1/26/2023 -

			10:50 AM
Legal	Kern, Chris	Approved	1/26/2023 - 10:54 AM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:43 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:	MOTT MACDONALD ARCHITECTS, INC.
Project Name:	AFRICATOWN WELCOME CENTER – PHASE 1 - ENGINEERING AND DESIGN
Project Number:	CL-036-21
Amount:	$399,974.50 (GRANT – G-WLCMCTR1.CONTRSERVC)

Adopted:

_____
City Clerk

GRANT SUMMARY SHEET

CONTRACT #

PROJECT NAME: AFRICATOWN WELCOME CENTER – PHASE 1 ENGINEERING & DESIGN

ARCHITECTURAL ENGINEERING PROJECT #: CL-036-21

PROJECT #: G-WLCMCTR1.CONTRSERVC (50235023-48020)

DATE OF RECEIPT: _____

PROJECT DESCRIPTION: FOR THE DESIGN, BID & AWARD, AND PERMITTING OF THE AFRICATOWN WELCOME CENTER BUILDING AND LANDSCAPING.

CONTRACT AMOUNT: $399,974.50

VENDOR NAME: MOTT MACDONALD ARCHITECTS, INC.

VENDOR NUMBER: 275490

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** Non Contractual Performance

RETAINAGE INFORMATION: N/A

SHOULD RETAINAGE BE WITHHELD? Y N ; 5% of the 1st 50% _____ or

If different, indicate special rate_____

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

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

Prepared by: Katie Cassil -- Secretary III **Date:** 1/24/2023

Revised 2/25/2016 Marilyn McMillan

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)

Mott MacDonald Architects, Inc.
107 St Francis Street, Suite 2900
Mobile, Alabama 36602

City of Mobile Business License No.: 100479
Secretary of State Registration No.: 000-687-349

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

Africatown Welcome Center
Phase I – Engineering and Design
1959 Bay Bridge Road CTF
Mobile, Alabama 36610

CL-036-21
For the design, bid and award, and permitting of the Africatown Welcome Center building and landscaping.

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.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for Africatown Welcome Center Phase I – Engineering and Design, 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.)

The Consultant will develop the program for the Africatown Welcome Center, provide professional design services and construction documents and provide assistance thru permitting as outlined in this document and Exhibit B, Request for Qualifications: Africatown Welcome Center Phase I – Engineering and Design, Project No. CL-036-21

§ 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.)

The project's site is 2.8 acreage (121,968 SF) lot located at 1959 Bay Bridge Road CTF at the intersection of Africatown Blvd and Bay Bridge Road Cutoff. The Parcel ID and legal description is R022902440003076.000, BEG AT PT 183 FT S SELY OF INTERSECT OF S/S BAY BRIDGE ROAD & E/S SOUTHERN RR CONT SELY 292 FT(S) THEN ELY 353.6 FT TO W/S BAY BRIDGE CUT OFF ROAD THEN NELY ALG ROAD 310 FT WLY 483 FT(S) TO PT OF BEG BEING PART OF LOT 2 GTG&R DIV OF ST LOUIS TRT MIN BK 6 P 140 #SEC 44 T4S R1W #MP29 02 44 0 003. It is anticipated that the project will include a single-story facility of approximately 5000 square feet and another 3000 square feet of exterior space with limited on-site parking. Utilities shall be provided by

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available public utility systems accessible from the site. The project's scope of work for this phase of the Africatown Welcome Center will also include the development of Comprehensive Site Master Plan.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the Africatown Welcome Center: $6,000,000.00

§ 1.1.4 The Owner's anticipated design milestone dates:

.1 Design phase milestone dates, if any:

Phase 1 – 30% Schematic Design, Program Draft and Site Appropriateness - 16 weeks
Phase 2 – 60% Design Development - 8 weeks
Phase 3 – 90% Construction Documents - 7 weeks
Phase 4 – 100% Bidding and Negotiation - 2 weeks

.2 Design commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

There will be a 30% review (Schematic) 16 weeks after the Notice to Proceed (NTP), a 60% Review 8 weeks after Schematic (30%) approval, a 90% Review 7 weeks after Design Dev approval (60% review), and 100% Bid Docs two weeks after 90% approval. Both parties can assume a two-week review period between milestones. However, that is NOT included in the proposed schedule above. The performance period between submissions will not start and no progress shall be made until written approval to proceed is given by the City.

.4 Other milestone dates:

The Notice to Proceed (NTP) shall be issued for the same day of the Kickoff meeting and include all approved outreach organizations (Outreach Meeting 1). This in-person meeting shall be scheduled by the City at a location of their choice. Outreach Meeting 2 shall be scheduled approximately 8 weeks after the NTP, but prior to the Schematic Phase 1 submission. Outreach Meeting 3 shall be approximately 12 weeks after meeting 2 at the midpoint of the Design Development Phase 2. Outreach Meeting 4 shall be 15 weeks later to coincide with the 90% Con Doc submission, Phase 3. One of the last three outreach meetings will be virtual. Actual dates and locations shall be mutually established upon contract award and NTP.

§ 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

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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
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code – TBD
Land Surveying – TBD
Geotechnical Survey – TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Tom Jarman, Project Architect
Alabama Architect's License #3069
Andrew Marasca, Project Architect
Alabama Architect's License #6996
Catarina Echols, LEED AP, AAIA, Project Manager
Mott MacDonald Architects, Inc.
107 St Francis Street, Suite 2900
Mobile, Alabama 36602

(Paragraphs deleted)
§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A.

1 Structural Engineer:

Mott MacDonald Architects, Inc.

.2 Mechanical and Plumbing Engineer:

Engineering Design Technologies, Inc.

.3 Electrical, Fire Protection, Telecommunication & Data, Security Engineer:

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Mott MacDonald Architects, Inc.

.4 Design Architect:

Mott MacDonald Architects, Inc.

.5 Civil Engineer:

SACOR, LLC Ephriam Environmental, LLC

.6 Landscape Architect:

Christian Preus Landscaping Architecture

.7 Interior Design and Fixtures, Furniture and Equipment:

Mott MacDonald Architects, Inc.
*Standard office furnishings only.

§ 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 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:

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.1 **Workers' Compensation/Employer's Liability:**

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 **Comprehensive General Liability Insurance:**

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. **Automobile Liability Insurance:**

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. **Excess/Umbrella Liability Insurance**

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. **Professional Liability Insurance:**

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. **Endorsements:**
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except Workers Compensation and Professional Liability, , shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance, except for Professional Liability, 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.

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.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. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 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.

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

N/A

(Paragraphs deleted)

§ 3.6.2 Evaluations of the Work

N/A

(Paragraphs deleted)

§ 3.6.3 Certificates for Payment to Contractor

N/A

(Paragraphs deleted)

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§ 3.6.4 Submittals

N/A

(Paragraphs deleted)

§ 3.6.5 Changes in the Work

N/A

(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	Architect under Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect under Basic Services
§ 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	N/A
§ 4.1.1.6 Building Information Model management responsibilities	Architect under Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect under Basic Services
§ 4.1.1.8 Civil engineering	Architect under Basic Services
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	Architect under Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Architect under Basic Services
§ 4.1.1.22 Security evaluation and planning	Architect under Basic Services
§ 4.1.1.23 Commissioning	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 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 ***Standard office furnishings only.**	Architect under Basic Services
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	Architect under Basic Services

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1.30 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.)

A/E investigations, Meetings and Management - Recertifying the survey, and coordination with fire alarm, security alarms, and telecom.
Community Engagement - 3 in-person meetings at a venue provided by the City. All meetings to be live-streamed.
Social Media pages w/ 2 posts (average) per week, digital polls and surveys.
Public Outreach Presentation Materials - See Community Engagement. Includes up to $1500 in printing.
Grant Documentation - Assist with quarterly and final performance reports throughout the lifecycle of the project, excluding construction phase.
ADEM NPDES Permitting - Develop permit application and coordinate the application process with ADEM and the City of Mobile. All required plans will be included.
Environmental Compliance - A pedestrian survey and records review will be conducted as part of the Phase I Environmental Site Assessment (ESA) Process. The Phase I ESA will delve into a background history of the site, a review of historical and current aerials, what contaminates may be present, and look at if the surrounding area may have caused contamination or has the potential to cause contamination on the subject property. Ecological assessments will also be conducted on the site. This will begin with reviews of USGS Topography Maps of the area, the USDA Soil Survey, and the National Wetlands Inventory Maps.
Landscape Design - Complete drawings and specifications detailing the hardscaping, site furnishings, and planned vegetation for the site.

§ 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.)

§ 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;

.5

(Paragraphs deleted)

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.

.7 Preparation of an estimate beyond a Rough Order of Magnitude Class 5 estimate provided in the Basic Services by the Architect and Design Team. This estimate will be Class 3 or better and provided by a subconsultant of the Architect.

§ 4.2.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

(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.

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§ 5.5 N/A

§ 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. This estimate will be a Class 5 Rough Order of Magnitude estimate only. 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 4.2.1, as an Additional Service.

§ 6.4 N/A

§ 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 N/A.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

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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:
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

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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 This Agreement shall end on October 31, 2023.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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§ 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:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

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A. Basic Services Stipulated Sum	$283,500.00
B. Reimbursable Expenses: not to exceed	$ 16,250.00
C. Additional Services (as approved)	$116,474.50
D. Total Compensation: not to exceed	$399,974.50

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 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	thirty	percent (	30 %)
Design Development Phase	forty	percent (	40 %)
Construction Documents Phase	thirty	percent (	30 %)
(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 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, Proposal for Professional AE Services for: Africatown Welcome Center – Phase 1

Employee or Category	Rate ($0.00)
(Row deleted)	

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User Notes: (1265451620)

§ 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 Outreach Reimbursable estimated expenses:

Travel expenses for 3 meetings	$4,750.00 (total)
Social Media Expenses	$3,750.00
Printing	$1,750.00

.2 Architectural/ Engineering Services Reimbursable Estimated expenses:

Travel expenses for 2 meetings	$4,500.00 (total)
Printing	$1,500.00

(Paragraphs deleted)

.3 Total estimated Reimbursable expenses: $16,250

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

§ 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.
(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 The Architect shall provide the complete set of Construction Drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.2 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Design Phase.

.3 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

.4 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.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Proposal for Architectural Services, Exhibit A
b. Insurance Requirements, Exhibit 1
c. Architect's Certificate of Insurance with Endorsements
d. Architect's E-Verify Documentation
e. Exhibit B, Request for Qualifications Africatown Welcome Center Phase I – Engineering and Design
f. Exhibit C, Restore Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms And Conditions
g. Exhibit D, Procurement of Recovered Materials Provisions (2 CFR 200.323) and Appendix II to 2 CFR 200

.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.)

[N/A] 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.

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ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGRAINING 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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(1265451620)

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)

Mott MacDonald Architects, Inc

ARCHITECT *(Signature)*

Katie Parker, PE Senior Vice President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Katie Parker as Senior Vice Pres of Mott MacDonald 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 24 day of January, 20 23.

Amy Busbee
NOTARY PUBLIC
My Commission Expires:

AMY BUSBEE
MY COMMISSION EXPIRES
SEPTEMBER 10, 2023
NOTARY PUBLIC
STATE OF ALABAMA

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User Notes:

MOTT MACDONALD

Roger Washington, Jr. / City of Mobile
Project Manager – Architectural Engineer
Architecture and Engineering Department
City of Mobile
AL 36608

Your Reference
CL-036-21

Our Reference
502100719

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile
AL 36602
United States of America

T +1 (251) 343 4366
mottmac.com

Professional AE Services: Africatown Welcome Center - Phase I

January 10, 2023

Dear Mr. Washington,

Mott MacDonald Architects, Inc. (MM) would like to submit our proposal for the professional engineering and architectural consulting design services (AE Services) for the Africatown Welcome Center – Phase I.

MM proposes to provide professional AE Services, and to contract with sub-consultants including 3 (three) DBEs for the mechanical and plumbing through Engineering Design Technologies, Inc. (EDT), community outreach and civil engineering through SARCOR, LLC, and environmental assessment & mitigation through Ephriam Environmental, LLC, as well as specialty consultants in landscape architecture through Christian Preus Landscape Architecture (CPLA).

Please note, this Proposal has been revised to reflect negotiations and reflects the final contract agreement as noted in the AIA Contract Document.

Project description:

The City of Mobile was awarded funding from the RESTORE Act, for the planning, engineering, and architectural design of the Africatown Welcome Center (Project). We will approach this project with a detailed understanding of the City's goals and objectives. We shall provide support to the City's outreach to the Africatown community, and other stakeholders. Our team understands the needs of the City of Mobile and has the right people and experience to create a welcoming, historically accurate, and meaningful facility for all visitors.

Work to be completed under Phase I shall include, but it is not strictly limited to, the following tasks and services:

Task 1 Site services and design

MM in collaboration with Sarcor, LLC (Civil), Ephriam and Associates Consulting LLC, and CPLA will provide site civil services with support in the discipline leads in utilities, landscape, and environmental.

MOTT MACDONALD

1.1 Site civil investigations and design

The MM team shall provide site investigations to support Project engineering and design, including the following:

- Identify site constraints and access
  - Future roadway and right of way improvements
  - Potential land acquisitions for additional parking
  - Adjacent facilities, structures, and other conditions impacting site development
  - Pedestrian friendly connection to other touring venues
- Perform site utility investigation
- Review parking layout and routing

Drawings and specifications

The MM team will develop drawings and specifications to support the civil site engineering and design, including the following:

- Provide grading and erosion control design
- Perform City Zoning analysis
- Utility design, including coordination with utility providers
- Design stormwater conveyance and treatment
- Site massing and layout diagrams

ADEM NPDES Permitting Services

Develop ADEM construction stormwater permit application, including required erosion and sedimentation control / BMP plans.

Task 2 Building services and design

2.1 Architecture and Interior Design

MM will provide architecture and interior design services for the Project.

Drawings and specifications

Architecture and interior design services are considered Basic Services and shall include:

- Perform building code review and compliance including ADA guidelines
- Provide Project planning and programming in coordination with the city
- Develop site plan, floor plans, building elevations and details of building components and casework in coordination with discipline leads in the context of equipment needs and layouts.
- Provide interior finishes, FFE and signage plans, schedules, and legends
- Coordinate with other disciplines to meet programmatic needs and aesthetic requirements.
- Implement sustainable practices in all disciplines.

MOTT MACDONALD

2.2 Structural engineering

MM will provide structural engineering with support from the discipline leads in architectural and with input from the City provided geotechnical report.

Drawings and Specifications

The MM team will provide the structural engineering and design as a Basic Service to support the Project, including:

- Foundation design based on the City of Mobile supplied geotechnical report and recommendations
- Design roof system and run uplift calculations
- Structural Design and Details

2.3 Electrical engineering including lighting & fire alarm

MM will provide the electrical engineering services to support the Project, including:

- Developing standard Power design and coordination with mechanical requirements
- Coordination with Architect / Interior design for selected light fixtures
- Coordination with site civil and parking lot lighting
- Coordination with Fire Alarm, Telecomm and Security subconsultant

Drawings and specifications

Electrical engineering design includes developing drawings and specifications for:

- Lighting – Power and Switching: egress lights, exit signs, fixture schedule

2.4 Mechanical, plumbing and fire protection

This task will be led by Engineering Design Technologies, Inc. with support from MM architectural and electrical disciplines. These services include:

- Identification of standard mechanical requirements coordination with electrical design
- Coordination with Architect / Interior Designer selected plumbing fixtures

Drawings and specifications

Task 6 engineering design includes developing drawings and specifications for:

- HVAC interior components load calculations
- Exhaust system design
- Smoke evacuation system design
- Sanitary waste and vent system
- Domestic cold and hot water system

Task 3 Construction documents & specifications

The MM team will develop the construction documents and specifications, including Project Manual, to support Project Bidding and Permitting.

MOTT MACDONALD

3.1 Submit to the authorities having jurisdiction

The MM team will support the development of permit documents for the Project to the permitting authorities. These may include but not be limited to:

- City of Mobile Permitting: Building and Land Disturbance
- City of Mobile Planning & Zoning
- Alabama Department of Environmental Management (ADEM)

3.2 Submit drawings and specifications to City Architecture Dept

MM will submit drawings and specifications to support Project bidding to the City Architecture Department. This includes:

- Project drawings in AutoCAD and PDF formats
- Project Manual in Word and PDF formats

Task 4 Special Services

4.1 A/E investigations, Meetings and Management

The MM team shall provide the following Special Services support Project engineering and design:

- Site environmental investigations and mapping
- Landscape architecture design
- Coordination with Fire Alarm, Telecomm and Security subconsultant and incorporate into design

4.2 Community engagement

This Task will be led by SARCOR, LLC, in coordination MM and CPLA. The team will work with the City of Mobile (City) to participate in 3 to 4 community engagement sessions. These sessions will plan to:

- Create community engagement plan that caters to the design schedule/ process
- Meetings shall yield the opportunity for community ideas and feedback

The Four Phase process:

1. Overview open session and Project boundaries
2. Refine understanding, provide 2-3 conceptual drawings, and present back to the community the understanding of first session
3. Single concept presentation
4. Final design presentation

4.3 Building Information Modeling (BIM) animated visualizations

MM will utilize our in-house BIM services to promote the City's and community's understanding of the project.

- Incorporating graphic, physical, environmental, and operational data into models
- Supporting a process to better resolved solutions resulting in reduced waste both in time and in materials, faster project delivery, reduced risk, enhanced sustainability, and better whole-life performance.
- Encourage community interest and participation.
- Allow stakeholders an opportunity to gain an understanding of how the Project improvements will impact their experience.

4.4 Assist with Grant documentation

The MM team will assist the City with quarterly and final performance reports throughout the lifecycle of the project, excluding Construction Phase. Construction Phase efforts are described as an Additional Services, below.

4.5 Regulatory and Environmental Compliance

The proposed Project site is in a heavy industrial location; the City anticipates the appropriate National Environmental Policy Act (NEPA) documents will be required. The MM team will support the development of the NEPA document.

4.6 Landscape Architecture

In addition to Site Civil design, the MM team will include the expertise of a Landscape to take advantage to the site's topography and direct line of sight to the Cemetery, to create a building that incorporates both interior and exterior spaces.

Calculation of the Project A/E fee:

Basic Services

Basic Services are described as Tasks 1 through 3. Fees for these services are per the Alabama Division of Construction Management Manual of Procedures Ch 4. A/E fees are calculated as a percentage of project construction costs. For developing fees for AE Services, the following assumptions are made:

- Project construction costs is Six Million dollars ($6,000,000.00)
- Project is considered Building Group III (6.3% Fee)
- $378,000.00 Basic Services Fee

Adjustment to Basic Services

Per Alabama Division of Construction Management, the Basic Services include Construction Contract Procurement and Construction Contract Administration. This service can be estimated as 25% of the total A/E fees. These services are considered Additional, to be paid on a Time and Material basis as described below, equating to a 25% ($94,500) reduction in the Basic Services Fees for construction administration.

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Total A/E Basic Services Fee **$283,500.00**

Discipline Breakdown

Civil (15%)	$42,525.00
Architecture (55%)	$155,925.00
Structure (15%)	$42,525.00
MEP (15%)	$42,525.00

Calculation of Special Services Fee

Special Services described in Task 4. Fees for these services are described below:

• A/E investigations, Meetings and Management	$7,500.00
• Community Engagement	$35,074.50
• Public Outreach Presentation Materials	$15,000.00
• Grant Documentation	$6,000.00
• ADEM NPDES Permitting	$2,400.00
• Environmental Compliance	$5,500.00
• Landscape Design	$45,000.00

Total Special Services Fee: **$116,474.50**

Total Project Phase 1 Fee: **$399,974.50**

Reimbursable Expenses

Reimbursable expenses are listed below:

• Travel expenses	$11,000.00
• Social Media	$3000.00
• Printing	$2500.00

Total Reimbursable Expenses: **$16,250.00**

MOTT MACDONALD

Additional and extra services

Additional / Extra services will be furnished on an hourly basis, per your request. If these are needed or requested for the project, written authorization to proceed will be required. Additional / Extra services can be provided on a Time and Material basis using the Rates provided in the attachment.

Additional services may include but are not limited to:

1. Professional Engineering and/or Architectural services related to changes in scope of project and re-design of owner approved changes.
2. Re-design after owner approved 60% drawings.
3. Professional services for Bidding
    a. Review and Respond to Contractor's RFIs
    b. Conduct Pre-Bid Meeting – provide meeting minutes
    c. Conduct Bid opening and certification of bids received
4. Professional services during construction, including:
    a. Construction Administration
    b. Specification and Shop Drawing review for all disciplines
    c. Minimum of one (1) site visit per week as needed during construction
    d. Closeout documents and year end inspections
5. Provide cost estimating for the project
6. Coordination with Specialty Consultants such as Audio Visual, Interactive Exhibits, and Artwork.
7. Ancillary Project Coordination, including but not limited to:
    a. Pedestrian Walkway
    b. Additional Parking
8. Assisting the City with pursuing additional Grant opportunities.
9. Review and support Grant documentation other than identified here within.

Exclusions and Clarifications

This Proposal is condition precedent to mutual agreement and execution of the Mott MacDonald Agreement for Professional Services.

1. This proposal excludes geotechnical reports or topographic surveys for the site. The City of Mobile shall provide.
2. The proposal does not cover the construction budget associated with the design or coordination of any utility relocation due to any utility conflicts that may be discovered in the course of the project.
3. The proposal does not include the construction budget associated with interior finishes.
4. MM is not responsible to act as foreman, superintendent, and/or safety engineer or are we responsible for the safety of the contractor's personnel.
5. This proposal does not include any additional displays, renderings, or plans other than those outlined above.
6. Environmental Audits or Remediation consulting is included. However, MM shall not be responsible for costs due to working in environmental conditions such as buried contaminants, mold or asbestos contaminated areas, should they arise.
7. MM will endeavor to protect the City of Mobile against defects and deficiencies in the work of contractors but does not guarantee work or performance.

MOTT MACDONALD

We look forward to providing professional Engineering and Architectural services on Phase 1 of this exciting project. Thank you for the opportunity to be of service

Catarina Echols, LEED AP, AAIA
Project Manager
1-251-406-8247
Catarina.echols@mottmac.com

Katie Parker, PE
Senior Vice President
1-251-370-3626
kathryn.parker@mottmac.com

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements
Subtitle A - Office of Management and Budget Guidance for Grants and Agreements
Chapter II - Office of Management and Budget Guidance
Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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."

(D) 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 CFR Part 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 CFR Part

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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements
Subtitle A - Office of Management and Budget Guidance for Grants and Agreements
Chapter II - Office of Management and Budget Guidance
Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Subpart D - Post Federal Award Requirements
Procurement Standards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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.

SUBCONTRACTOR LISTING FORM

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)	Selected as Sub-Contractor (Y/N)
Example- ABC Engineering John Doe	123 Main Street, Fairhope, AL 12345 123-456-7890	12-34567890	Y	N	Y
SARCOR LLC Selena Rodgers	1116 20th Street South #322 Birmingham, AL 35205 205-227-8733	967575056	Y	Y	Y
Ephriam and Assoc. Consulting LLC Troy L. Ephriam	3439 St. Stephens Rd. Eight Mile, AL 36610 251-378-8081	080704606	Y	N	Y
CPLA Christian Preus	307 De La Mare Avenue Fairhope, AL 36532 855-539-5086	063174621	N	N	Y

COMPLETED BY: _____ **DATE:** _____

Mott MacDonald Alabama, LLC	
Entity ID Number	000 - 687 - 349
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	01/21/2003
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	ENGINEERING SERVICES
Members	
Member Name	O'CONNOR, MARK
Member Street Address	Not Provided
Member 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	2022
Transactions	
Transaction Date	01/21/2003
Miscellaneous Filing Entry	CONVERSION OF HATCH MOTT MACDONALD ALABAMA, INC TO HATCH MOTT MACDONALD ALABAMA LLC (ARTICLES AND CONVERSION IN SAME DOCUMENT)
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	11/03/2014
Agent Mailing Address Changed From	* Added
Transaction Date	11/03/2014
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date	05/27/2016

Mott MacDonald Alabama, LLC	
Legal Name Changed From	Hatch Mott MacDonald Alabama, LLC
Transaction Date	05/27/2016
Principal Office Changed From	MONTGOMERY, AL
Transaction Date	04/28/2017
Registered Agent Changed From	CSC-LAWYERS INCORPORATING SERV INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/21/2003 Certificate of Formation 2 pgs.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	11/03/2014 Registered Agent Change 2 pgs.
Document Date / Type / Pages	06/03/2016 Articles of Amendment 3 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.

New Search

Company ID Number: 172981

Approved by:

Employer Mott MacDonald Holdings, Inc.	
Name (Please Type or Print) Melanie Graham	Title
Signature Electronically Signed	Date 12/19/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/24/2008

Company ID Number: 172981

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Mott MacDonald Holdings, Inc.
Company Facility Address	11233 Shadow Creek Parkway Suite 400 Pearland, TX 77584
Company Alternate Address	
County or Parish	BRAZORIA
Employer Identification Number	223831806
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	17

Company ID Number: 172981

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

ALABAMA	3 site(s)
FLORIDA	5 site(s)
GEORGIA	1 site(s)
KENTUCKY	1 site(s)
LOUISIANA	2 site(s)
MASSACHUSETTS	1 site(s)
MISSISSIPPI	1 site(s)
NORTH CAROLINA	1 site(s)
TEXAS	2 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2023

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
Willis of New Jersey, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Fund Insurance Company	21873
INSURER B: American Automobile Insurance Company	21849
INSURER C: Travelers Property Casualty Company of Ame	25674
INSURER D: Lloyd's Syndicate 1886	C5136
INSURER E:	
INSURER F:	

INSURED
Mott MacDonald Architects, Inc.
107 Saint Francis Street Suite 2900
Mobile, AL 36602

COVERAGES **CERTIFICATE NUMBER:** W27901062 **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] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	USC016868220	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	SCV010281-22	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$ 2,000,000 $ $ $ $ 1000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-0S634559-22-NF	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [No] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SCW022362-22	06/30/2022	06/30/2023	[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
D	Professional Liability			B080120388P22	06/30/2022	06/30/2023	Per Claim Per Agg	$1,000,000 $1,000,000

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

Coverage for Contractual Liability and Independent Contractors are provided under the General Liability policy.

The Umbrella/Excess policy Follows Form.

City of Mobile is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability as per written contract or agreement.

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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SR ID: 23607045 BATCH: 2806864

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New Jersey, Inc.	NAMED INSURED Mott MacDonald Architects, Inc. 107 Saint Francis Street Suite 2900 Mobile, AL 36602
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Mobile as agreed to by written contract.

Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Auto Liability and Umbrella/Excess Liability as agreed to by written contract.

Waiver of Subrogation applies in favor of City of Mobile with respects to Worker's Compensation as agreed to by written contract for all states as permitted by law.

ACORD 101 (2008/01)

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SR ID: 23607045 BATCH: 2806864 CERT: W27901062

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured: **MOTT MACDONALD GROUP, INC**

Policy Number: **USC016868220**

Producer: **WILLIS OF NEW JERSEY, INC**

Effective Date: **06-30-2022**

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**
Blanket- As required by 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following 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

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Julie A. Thomas
Secretary

President

© Insurance Services Office, Inc., 2012

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: **MOTT MACDONALD GROUP, INC**

Policy Number: USC016868220

Producer: **WILLIS OF NEW JERSEY, INC**

Effective Date: 06/30/2022

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
Blanket- As required by 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** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Julie A. Blum
Secretary

President

CG2037 4-13
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Allianz

MultiCover® - CG 71 58 03 19

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. **Broadened Named Insured**

   A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

      3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

         a. There is no other similar insurance available to that organization; and

         b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and

         c. That organization is incorporated or organized under the laws of the United States of America.

         However:

         (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

         (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

         (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

   B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

      No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

2. **Additional Insured**

   If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

   SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

   e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury, property damage or personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:

      (1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;

      (2) The **bodily injury, property damage** or **personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract;**

      (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract;**

      (4) The insurance afforded to such additional insured only applies to the extent permitted by law;

      (5) Such person or organization is an additional insured only with respect to:

         (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural

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alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(b) Your ongoing operations performed for that insured;

(c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(d) The maintenance, operation or use by you of equipment leased to you by such person or organization;

(e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard;** or

(f) Their liability as a grantor of a franchise to you.

(6) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:

(a) Which takes place at a particular premises after you cease to be a tenant of that premises;

(b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;

(c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or

(d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage** or **personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b) Supervisory, inspection, architectural, or engineering services.

These exclusions apply 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 or advertising injury** involved the rendering of or the failure to render any professional services by or for you.

3. **Additional Insured - Vendors**

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury** or **property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded such vendor does not apply to:

(a) **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections,adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) **Bodily injury** or **property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and

(4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. **Additional Insured - Limited Primary and Noncontributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.

b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract,** because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 90 Days**

Common Policy Conditions endorsement IL0017,A. Cancellation, item 2.b. is deleted and replaced by the following:

b. 90 days before the effective date of cancellation if we cancel for any other reason.

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7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS , the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

A. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;
2. Temporarily occupied by you with the permission of the owner; or
3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:
   a. $1,000,000 Any One Premises; or
   b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

(i) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. SECTION V - DEFINITIONS, 9. **Insured Contract ,** item a., is deleted and replaced by the following:

(a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract;**

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
   a. the actual cash value of the damaged automobile as of the time of the loss; or

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b. the cost of repairing the damaged automobile; or

c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of $25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and

6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

(6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

(1) **Personal and advertising injury**:

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and 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.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. 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.

17. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

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d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. **Supplementary Payments - Increased Limits**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit,** including substantiated loss of earnings up to $500 a day because of time off from work.

19. **Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

(1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

(a) You, if you are an individual;

(b) Your partner or member, if you are a partnership or joint venture;

(c) Your member, if you are a limited liability company;

(d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

(2) To the extent possible, notice should include:

(a) How, when and where the occurrence or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the occurrence or offense.

20. **Non Employment Discrimination Liability**

Unless **personal and advertising injury** is excluded from this policy the following applies:

A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination** .

B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

s. **Discrimination** , if insurance thereof is prohibited by law; or

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t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination.**

21. **Medical Payments**

Unless COVERAGE C MEDICAL PAYMENTS, or the **products-completed operations hazard** has been excluded from this policy the following applies:

A. SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, item f., is deleted and replaced by the following:

f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

B. Section I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, is amended to include item 3. as follows:

3. Limit of Insurance

The Medical Expense Limit of Insurance shall be the greater of:

a. a. $20,000 Any One Person; or

b. b. The amount shown in the Declarations.

All other terms and conditions of the policy apply.

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Additional Insured - Primary and Non-ContributoryWith Other Insurance CA 71 06 04 14

Policy Amendment(s) Commercial Business Auto Coverage Form

Insured: Mott MacDonald Group, Inc.

Policy Number: SCV010281-22

Producer: Willis of New Jersey, Inc.

Effective Date: 06/30/2022

This endorsement modifies insurance provided by the following:

Business Auto Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Scheduled Persons or Organizations	**With Respect to Designated Project or Contract**
Any person or organization from whom you are required by written contract or agreement .	As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Provisions

A. The following is added to paragraph c. in A.1., **Who Is An Insured**, of **Section II - Liability Coverage**:

Any person or organization shown above who is required under written contract or agreement between you and that person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, to be named as an additional insured is an insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an insured under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions** of **Section IV - Business Auto Conditions**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **American Automobile Insurance Company** as named in the policy

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FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **Broadened Named Insured**

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

(1) There is no other similar insurance available to that organization; and

(2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and

(3) The organization is incorporated or organized under the laws of the United States of America.

However:

(a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

(b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and

(c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and

(d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. **Broadened Who Is an Insured**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

   d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the American Automobile Insurance Companies as named in the policy

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2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

   f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. **Additional Insured Coverage and Waiver of Subrogation**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

   Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

   However, such person or organization is an **insured**:

   (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and

   (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:

      (a) You executed the **insured contract** or written agreement; or

      (b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

   Waiver of Subrogation

   If required by a:

   a. Written **insured contract** or written agreement executed prior to the **accident**; or

   b. Written permit issued to you by a governmental or public authority prior to the **accident**;

   we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. **Auto Medical Payments - Increased Limit**

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. $5,000; or

2. The limit shown in the Declarations.

E. **Hired Auto Physical Damage Coverage and Loss of Use Expenses**

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

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Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;

2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and

3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:

   a. Actual Cash Value of the damaged or stolen property as of the time of the **loss** as determined by us; or

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of $500.

However:

(1) If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and

(2) If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;

   (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss 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 $1,000.

F. **Coverage Territory - Hired Auto**

1. Form CA0001, (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

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(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

2. Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the **private passenger type** is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. **Communication Equipment Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

b. All electronic equipment that reproduces , receives or transmits audio, visual or data signals in any one **loss** is $1,500, if, at the time of **loss**, such electronic equipment is:

H. **Tapes, Records, CDs and DVD Coverage**

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), **Section III- Physical Damage Coverage**, A. Coverage; and form CA0020 (if attached to this policy), **Section IV- Physical Damage Coverage**, A. Coverage; the following is added:

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 your property, or that of a family member; and

b. Are in a covered **auto** at the time of a **loss**.

The most we will pay for **loss** is $250. No deductible applies to this coverage.

I. **Personal Effects Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to $500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in a covered **auto** in the event of a covered **loss**.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

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J. **Airbag Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. **Rental Reimbursement**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage.

However:

(1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.

(2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

(a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or

(b) 45 days from the date this coverage begins.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred by you; or

(b) $1,500.

(4) This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

(5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. **Extended Towing Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 2. Towing, is deleted and replaced by the following:

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2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the private passenger type, no deductible applies; and

c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the private passenger type and the disablement results from a **loss** covered under **Section III - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the **private passenger type**, no deductible applies; and

c. If the covered **auto** is not of the **private passenger type**, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the **private passenger type** and the disablement results from a **loss** covered under **Section IV - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. **Cancellation - 120 Days Notice**

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. **Supplementary Payments - Increased Limits**

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to $2,500 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.

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(4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to $500 a day, because of time off from work.

O. **Duties In The Event Of Accident, Claim, Suit Or Loss - Amended**

Form CA0001 (if attached to this policy) **Section IV - Business Auto Conditions**, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:

(1) You, if you are an individual;

(2) Your partner or member, if you are a partnership or joint venture;

(3) Your member, if you are a limited liability company;

(4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

(a) How, when and where the **accident** or **loss** occurred; and

(b) The **insured's** name and address; and

(c) To the extent possible, the names and address of any injured persons and witnesses.

P. **Unintentional Failure to Disclose Hazards**

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. **Fellow Employee Coverage**

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. **Limited Mexico Coverage**

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

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IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

(i) For **accidents** or **losses** occurring within 25 miles of the United States border; and

(ii) For trips into Mexico of 10 days or less; and

(iii) If the covered **auto** is principally garaged and principally used in the United States; and

(iv) If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. **Extended Glass Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, item 3.a.; is deleted and replaced by the following:

a. Glass breakage. If glass must be replaced, the deductible will be $100 or the deductible shown in the Declarations, whichever is less. 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.

T. **Broadened Definition of Bodily Injury**

Form CA0001 (if attached to this policy), **Section V - Definitions**, item C.; and form CA0020 (if attached to this policy), **Section VI - Definitions**, item C.; is replaced by the following:

C. **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.

U. **Customer Lease or Loan Physical Damage Coverage Extension**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance; item 4. is added as follows:

4. If your covered owned **auto** is:

(1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and

(2) Shown in this policy as having a loss payee or additional insured-lessor; and

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(3) Incurs a covered total **loss**;

we will pay the greater of:

(a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total **loss**; or

(b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total **loss**:

(i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and

(ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and

(iii) Less security deposits not returned by the lessor; and

(iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(v) Less carry-over balances from previous loans or leases.

V. **Two or More Deductibles**

1. **Section III - Physical Damage Coverage** D. Deductible, of form CA0001 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Business Auto Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Business Auto Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. **Section IV - Physical Damage Coverage**, D. Deductible of form CA0020 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Motor Carrier Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Motor Carrier Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph **1.** above:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
      (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
      (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

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(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known

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to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

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

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

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a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

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

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

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

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

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B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   - **a.** An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
   - **b.** A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
   - **c.** A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
   - **d.** An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   - **e.** A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
   - **a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
     - (1) "Bodily injury" or "personal injury":
       - **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
       - **(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
       - **(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
       - **(d)** Arising out of his or her providing or failing to provide professional health care services.

       Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
     - (2) "Property damage" to property:
       - **(a)** Owned, occupied or used by; or
       - **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

       you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

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b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of

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any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprison-ment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1), (2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

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7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

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

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"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.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

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

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

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

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

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

11. Damage To Impaired Property Or Property Not Physically Injured

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

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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

12. Recall Of Products, Work Or Impaired Property

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

a. "Your product";

b. "Your work"; or

c. "Impaired property";

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

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

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e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 60 days before the effective date of cancellation if we cancel for any other reason.

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3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

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G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
   d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1), (2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES.** As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat

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charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.
2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;
   d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
   e. Any similar risk transfer or risk management method.

   "Other insurance" does not include:
   a. Any "underlying insurance"; or
   b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

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(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft,

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watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

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c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

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23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

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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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation as required by written contract.

This blanket waiver of subrogation does not apply to work with exposure in Kentucky, New Hampshire, or New Jersey.

Hawaii premium charge for the endorsement is $ 0.00

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 **06/30/2022** Policy No. **SCW022362-22** Endorsement No.
Insured **Mott Macdonald Group Inc** Premium

Insurance Company **Fireman's Fund Insurance Company**

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GENERAL LIABILITY

The following General Liability Form/Endorsement(s) are amended to apply as shown:

Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities (145977 01 11)

Name and Address of Person(s) or Organizations	Number of Days' Notice if other than 10 Days
ON FILE WITH CARRIER, AS REQUIRED BY WRITTEN CONTRACT AS PER CONTRACT AS PER CONTRACT, NJ 08830	30

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Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11 Schedule

Name and Address of Person(s) or Organizations	Number of Days Notice if other than 10 Days:
As on File with Broker	60

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.) This policy is amended as follows:

A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:

   1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and

   2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.

B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged

145977 1-11

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POLICY NUMBER:CUP-0S634559-22-NF ISSUE DATE: 6/30/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION: As required by written conrtract or agreement

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
See Page 1	SCW022362-22
	EFFECTIVE DATE **06/30/2022** SEE PAGE 1

Holder Name: See Page 1

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Workers Compensation

REQUEST FOR QUALIFICATIONS

AFRICATOWN WELCOME CENTER PHASE I – ENGINEERING AND DESIGN
Mobile, Alabama 36610
CL-036-21

The City of Mobile Architectural Engineering Department is seeking competitive proposals for qualified design professionals to provide design and construction administration related services for proposed Africatown Welcome Center Phase I.

The full extent of requirements and services is contained in the formal Request for Qualifications, as posted on the City of Mobile website. The document may also be obtained by contacting the Architectural Engineering Department, 251-208-7454, Government Plaza, 205 Government Street, 5th Floor South Tower (P. O. Box 1827), Mobile, Alabama 36633-1827.

Proposals in response to the Request for Qualifications must be submitted no later than 3:00 PM local time on Wednesday, September 7, 2022, to the address indicated above. Bid Documents are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

Disadvantaged Business Enterprise participation may be required. Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321. A Directory of DBE Vendors can be found at the following location:

https://workwith.cityofmobile.org/

Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the Department of the Treasury and the Alabama Department of Conservation and Natural Resources (ADCNR) under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. ADCNR, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

REQUEST FOR QUALIFICATIONS
PROFESSIONAL DESIGN SERVICES

CITY OF MOBILE
ADCNR ACTIVITY 11- AFRICATOWN WELCOME CENTER
PHASE I – ENGINEERING AND DESIGN
City of Mobile Project No. CL-036-21

1.0 INTRODUCTION

The City of Mobile is inviting qualified consultants to submit a Statement of Qualifications (SOQ) in response to this Request for Qualifications (RFQ) to provide professional services for the planning, engineering and architectural design of the Africatown Welcome Center, a public facility dedicated to the promotion of the Africatown community's cultural heritage, with information for tourists and locals and a strategic community destination, linking various community development initiatives and historical sites. Architecture, engineering, or planning firms with experience in tourism related centers in historic communities, buildings in historic communities, or other like buildings are requested to respond to this RFQ. This request for qualifications will enable the City of Mobile to make a selection based on professional qualifications for this consulting work.

2.0 DESCRIPTION OF PROJECT

The City of Mobile has been awarded a grant from the RESTORE Act. This project will be implemented by the City of Mobile pursuant to the Subaward Agreement for Grant Number 1 RDCGR010111-01-00 between the Alabama Department of Conservation and Natural Resources (ADCNR) and the City of Mobile. The project will have a strict timeline for completion. The project's scope of work for Phase I of the Africatown Welcome Center includes the development of Comprehensive Site Master Plan as well as permitting, engineering and design, surveying, geotechnical, utilities work and community engagement of stakeholders. The Africatown Welcome Center will be a public facility dedicated to the promotion of the Africatown community's cultural heritage, with information for tourists and locals and a strategic community destination, linking various community development initiatives and historical sites. The Welcome Center will enhance the preservation of the community and a location from which to share and promote the Africatown community as an area of nationally historic significance within the Gulf Coast Region. Community engagement and stakeholder engagement process will inform design elements of the facility, as well as the programs/displays/features that will be housed in the community center.

3.0 SCOPE OF WORK & DELIVERABLES

The Scope of Work is anticipated to include, but not be limited to, the following tasks:

1. Review existing grant documentation.
2. Regulatory and environmental compliance and correspondence.

3. Participate with the City in responding to the U.S. Department of the Treasury and ADCNR requirements and inquiries.
4. Participate in the City-led communication and stakeholder engagement process regarding the Welcome Center, as deemed appropriate and as directed by the City, regarding compliance, permitting, project implementation, design, uses and adaptive management.
5. Review and utilize outcome materials from archeological and cultural resources survey.
6. Planning for and participation in the City of Mobile's zoning and planning process.
7. Provide site planning services.
8. Provide engineering and architectural design services for site and building design including, but not limited to civil, landscape, architectural, structural, mechanical, plumbing and electrical and lighting design.
9. Provide services of a LEED AP accredited professional to achieve LEED BD+C Certification designation for the facility.
10. Create bid documents as required by Engineering Department and ADCNR.
11. Prepare final plans and bid documents.
12. Assist City of Mobile project design consultants with Pre-Bid and Bid Process.
13. Provide technical assistance with construction observation.

4.0 PROPOSAL REQUIREMENTS

Firms interested in performing the work will be considered based on a written response to the Request for Qualifications. Please limit this section addressing 1-4 to no more than 10 single-sided pages. The page limit does not include resumes or required Attachment A, Attachment B, or Attachment C. All proposals should be organized in the following manner:

1. Cover Letter
   The Statement of Interest must include a cover letter accompanying the Statement and acknowledging receipt of any issued amendments to the RFQ. The letter should be addressed to Roger Washington, Architectural Engineer 205 Government Street, 5th Floor, South Tower, Mobile, Alabama 36602

   a. The letter should indicate a primary contact and that person's title, address, phone number, email address, and the UEI number for the firm. The letter should introduce the Respondent's project team. The Project Team is defined as the lead plus any key team members who are critical for consideration by the evaluation team and include relevant professional certifications for each.
   b. The letter should include a general statement of prior relevant experience and proposed approach for this project.
   c. The letter should include a statement that the Project Team is adequately staffed and will execute the Project in a timely manner.
   d. The letter should include the following documents: (1) Attachment A: City of Mobile UEI Number Documentation and Verification Form, (2) Attachment B: City of Mobile Federal Funding Accountability and Transparency Act Disclosure Statement.
   e. The letter should include the MBE and/or WBE status of the proposing firm.
   f. The Federal Government's SAM Registration Process is provided in Attachment C.

2. Conceptual Approach & Methodology
   The response should provide a description of the methods that will be used to accomplish the following tasks:

a. Site Design including approach to site layout, utilities work, surveying, geotechnical, permitting/environmental compliance, grading and drainage, parking and drives, landscaping, site lighting and signage.
b. Building Design including approach to building plan and configuration, exterior materials and colors, structural and mechanical electrical/ plumbing systems design, and LEED BD+C Certification.
c. Coordination with community engagement team.

3. Experience and Background

Firms interested in performing the work will be considered based on a written response to the RFQ. All applicants must submit their qualifications and list any prior experience with projects similar in nature and scope to the above services being requested. The following information must be submitted in written form:

a. Statement of registration of the firm. Architects/Engineers of Record must be a registered professional in the State of Alabama.
b. Statement of the names, and duties of the individuals that will be involved in this project (when performing professional services) and their experience.
c. Statement of qualifications of individuals who will perform professional work.
d. Statement as to professional standing including any pending controversies. If none exists, such a statement should be made.
e. Statement of experience in the fields that the proposed services are requested and work of a similar nature which the proposed staff for requested services was in responsible charge, including a description of the work, the client for whom it was performed, the location of the work, and dates of performance. Provide proposed staff names and specific experience.
f. Statement of experience within the local jurisdiction, with local utility providers, and knowledge of local standards and specifications.
g. Statement of experience with participating in community engagement and outreach for this type of project. Please include specific examples.
h. Statement of availability and adequacy, in both number and quality of remaining staff, to perform all other functions needed for the proposed services.
i. List of qualified personnel in other disciplines required for proposed services, both in-house and those to be acquired from outside sources and their experience.
j. Statement as to whether or not the firm is operating on a sound fiscal basis.
k. Statement of where the work will actually be accomplished.
l. Statement of experience obtaining LEED BD+C Certifications.

4. Project Team / Level of Participation

The Statement of interest shall provide the following information so that it can be clearly understood by the Evaluation Team and City personnel.

a. Identify key Project Team members with responsibility for leading main project tasks, including the percentage of time each is expected to commit through the duration of the planning process.
b. Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R.

§200.321. Identify key Project Team members that qualify as a Minority Owned Business and/or Women's Business Enterprise.

c. In addition to identification of Minority Owned Businesses and/or Women Business Enterprises, also Identify key Project Teams members that qualify as a Certified Socially and Economic Disadvantaged Business (DBE) or labor surplus area firm, including the percentage of time each is expected to commit through the duration of the planning process.
d. Include an organization chart of the Project Team showing lines of communication, clearly defined roles, availability, and decision-making hierarchy.

5.0 SUBMITTAL OF RESPONSES AND ANTICIPATED SCHEDULE

Responses to the RFQ will be received until 3pm CST on September 7, 2022. Please limit narrative to 10 single-sided pages. Page limit does not include resumes. Submittals will not be accepted after the stated deadline. Please submit five (5) printed copies and one (1) electronic version (email or USB drive) to:

Roger Washington
205 GOVERNMENT STREET, 5TH FLOOR, SOUTH TOWER, MOBILE, AL 36602
roger.washington@cityofmobile.org

Any items submitted as part of a response to this RFQ shall become property of the City of Mobile. After written proposals have been reviewed, discussions with prospective firms may be required to clarify any portions of the proposal.

The following is a schedule for the selection process. The schedule is subject to change.

07/29/2022	Request for Qualifications advertised
08/26/2022	Questions must be submitted via email before 5pm CST
08/30/2022	Addendum with responses to questions posted
09/06/2022	Proposals submitted by candidate firms by 3pm CST
09/09/2022	Short list selected and notified, if City deems appropriate. Those not selected will be notified.
09/16/2022	Short list interviews (if needed)
09/16/2022	Selection
09/19-09/30/2022	Negotiation with selected firm
10/31/2022	Target date for notice to proceed

6.0 QUESTIONS

As stated above, the City will answer questions until 5pm on August 26, 2022. An addendum including all questions and answers and Q&A meeting minutes will be posted on August 30, 2022. Questions should be emailed to Roger Washington at roger.washington@cityofmobile.org

7.0 EVALUATION CRITERIA

Submittals received will be fully reviewed by an evaluation team and responses will be considered in the following categories:

1. Cover Letter / Comprehensive Project Team (5%)
   a. Completeness of information on proposed project team.
   b. Conciseness and ingenuity of the statement of approach.
   c. Timeliness of approach.

2. Conceptual Approach & Methodology (20%)
   a. Strategy for addressing identifying, researching, and documenting sites.
   b. Plan for preparing planning, architectural and construction documents.
   c. Demonstration of methods for communication and soliciting community engagement, comments and suggestions during project development.
   d. Strategy for completing the work in a timely manner.

3. Experience and Background (50%)
   a. Experience with design and administration with the City of Mobile and local utilities and their standard specifications.
   b. Prior experience with building design projects.
      - Prior experience with similar building design projects.
      - Prior experience working within historic communities and/or Africatown.
   c. Diversity of expertise of key team members.
   d. Prior experience working on federally funded projects.
   e. Demonstrated team experience in completing projects of the scale and complexity envisioned in the preliminary design through completion and assessment, on budget and on schedule.
   f. Prior success in obtaining LEED BD+C Certifications.
   g. Provision of at least two references.

4. Project Team / Level of Participation (15%)
   a. Roles, availability and time allocation of key Project Team members are clearly defined and reasonable.
   b. Provided organizational chart of key Project Team members that clearly delineates roles/responsibilities, lines of communication and decision-making hierarchy.

5. Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) Women-Owned Business Enterprise (WBE) Participation (10%)
   a. The percentage of participation of registered DBE, MBE, WBE and Labor Surplus firms.
   b. Provided statement of participation and role.

8.0 CONDITIONS

The firm or individual practitioner must:

1. Have current City of Mobile Business License.
2. The licensed professional must be accessible by telephone and available for consultation between the hours of 8:00 AM and 5:00 PM, Monday through Friday.
3. Furnish proof of Insurance as follows:
   a. General Liability Insurance each in the minimum amount of:
      i. Bodily Injury - $1,000,000 each person / $1,000,000 each occurrence, and
      ii. Property Damage - $1,000,000 per occurrence, or
      iii. Combined single limit - $1,000,000
   b. Automobile Liability Insurance each in the minimum amount of:
      i. Bodily Injury - $1,000,000 each person / $1,000,000 each occurrence, and
      ii. Property Damage - $1,000,000 each occurrence, or
      iii. Combined single limit - $1,000,000
   c. Excess/Umbrella and Employer's Liability Insurance in the minimum amount of:

i. Combined single limit - $2,000,000 each occurrence for bodily injury and/or property damage
ii. Workmen's Compensation Insurance: Statutory-Amount and coverage required by the State of Alabama

d. Workmen's Compensation Insurance: Statutory-Amount and coverage required by the State of Alabama

e. Professional Liability Insurance in the minimum amount of: $1,000,000 per occurrence/$2,000,000 aggregate.

- Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of the City of Mobile.
- Additional Insured - All policies of insurance shall be endorsed to name the City of Mobile as an Additional Insured
- Primary Insurance - All policies of insurance shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile.
- Certificates of Insurance - Prior to commencement of the work, consultant shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above and shall deliver same and renewals thereof to the City of Mobile. The 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.

4. Affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien in the State of Alabama. Evidence of the firm's or individual's enrollment in the federal E-Verify program shall be submitted as a condition of contract approval.
5. Funding - Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the U.S. Department of the Treasury and the Alabama Department of Conservation and Natural Resources (ADCNR) under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Sates Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. The ADCNR, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.
6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 1410, Mobile City Code, and by doing so agrees that it either will have, or will provide City of Mobile with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals. Unless waived or exempted, all bidders must demonstrate good faith efforts to meet the requirements of Section 14-10, Mobile City Code, in order to be considered responsive bidders (b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The

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

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

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

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

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

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

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

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

noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. All respondents will be required to certify that they are not on the Federal list of debarred, suspended, or voluntarily excluded contractors and are not in default on any obligations due to the State of Alabama including, but not limited to, payment of taxes, fines, penalties, or other monies due. Selected firm will be required to register with www.sam.gov to confirm debarment/suspension status (see forms), provide evidence of required insurance, possess a City of Mobile business license, and be enrolled in the E-Verify program.
8. The successful firm will be required to keep and maintain documents in compliance ADCNR's records retention policy and 2 CFR 200.334, as well as all other applicable federal, state, and local laws.
9. The successful firm shall comply with the Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, as it applies to grants awarded by Treasury under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.
10. The successful firm will be required to comply with applicable federal, state, and local laws relating to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352.)
11. The successful firm will be required to represent and agree that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975
12. The successful firm will be required to comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth in the RESTORE Act and Subaward Agreement.
13. The successful firm will be required to comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5), the Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. Chapter supplemented by Department of Labor regulation (29 CFR part 5), the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," the Clean Air Act (42 U.S.C. 7401-7671), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and pursuant to EO 130443, encourage employees and to wear seatbelts when operating any vehicles in connection with performance of activities associated with this Agreement.
14. The successful firm will be required to document compliance with 2 CFR 200.321. In accordance with this section, the prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
    (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9.0 OTHER PROVISIONS

1. RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of Mobile to pay for any costs incurred in the preparation of a submission or of any costs incurred prior to the execution of a formal contract.
2. If awarded, a contract will be awarded to the responsible firm whose proposal is deemed most advantageous to the City of Mobile.
3. The City of Mobile may (1) evaluate submittals; (2) waive any irregularities therein; (3) select candidates for selection interviews; (4) request supplemental or additional information as deemed necessary; (5) contact others to verify information provided in the submittal; or (6) reject any and all submittal(s), should it be deemed in the best interest of the City of Mobile.
4. If a mutually agreeable contract cannot be negotiated between the selected consultant and the City, the City reserves the right to select an alternate consultant or resolicit.
5. The successful firm will have to complete an Affidavit of Ownership or Control prior to completion of contract negotiations. The affidavit certifies that the firm is not delinquent in any debt owed to the City of Mobile (taxes, fines, fees, etc.).
6. Any future agreements arising from this RFQ may be subject to 31 C.F.R. Part 19 compliance.
7. Applicants (except procurement contracts for goods and services under $25,000 not requiring the consent of a Treasury official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).
8. The following will be incorporated into the contract documents:
    a. Prohibition on Contracting for Covered Telecommunications Equipment or Services (2 CFR 200.216)
    b. Domestic Preference for Procurements (2 CFR 200.322)
    c. Procurement of Recovered Materials - Section 6002 of the Solid Waste Disposal Act
    d. Appendix II to Part 200 - Contract Provisions for non-Federal Entity Contracts Under Federal Awards
    e. RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions
    f. Any applicable Special Award Conditions that may be outlined in the Notice of Award
    g. Terms and Conditions of the Sub-Award Agreement with ADCNR
    h. Any other terms required under federal, state, or local law.
9. No obligation to proceed. The City is under no obligation to proceed with this Project, or any subsequent. Project, and may cancel this RFQ at any time without the substitution of another, if such cancellation is deemed in the best interest of the City. Furthermore, the City may reject any and all

proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFQ, if it is found to be in the best interest of the City.

10. Withdrawal and modification. The City may allow a Respondent representative bearing proper authorization and identification to sign for, receive, and withdraw the Respondent's unopened proposal prior to submission deadline. A Respondent wishing to modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.
11. Licenses and permits. The successful Respondent shall furnish the City upon request all documentation regarding necessary licenses, permits, certifications, and/or registrations required by the laws or rules and regulations of the City of Mobile, Mobile County, other units of local government, the State of Alabama and the United States. The Respondent certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications, and/or registrations in force during the term of the agreement.
12. Errors in proposals. Respondents will not be allowed to change or alter their proposals after the deadline for proposal submission. The City reserves the right, however, to correct obvious errors. This type of correction may only be allowed for "obvious" errors such as arithmetic, typographical, or transposition errors. Any such corrections must be approved by the City of Mobile and countersigned by the Respondent. Respondents are advised to make sure that their proposals are true. and correct when submitted.
13. Respondent expenses. By submitting a response to this RFQ, or participating in the process, each Respondent agrees that all of its related exppenses are its sole responsibility. The City will not be responsible for any costs whatsoever incurred by the Respondent in connection with, or resulting from the RFQ and/or RFP process, including but not limited to costs for preparation/submission of proposals, travel & per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.
14. Proposal life. Respondents must hold their proposals open for one hundred eighty (180) calendar days from the proposal submission deadline. Any proposal accepted by the City for the purpose of contract negotiations shall remain valid until superseded by an executed contract or until rejected by the City.
15. All information in a Respondent's proposal is subject to disclosure under the provisions of the State of Alabama's public record laws. Proposal responses received and opened will not be available to the public until after negotiation and award of the contract to the selected Respondent, or the final cancellation of the RFQ/procurement.
16. All questions or requests for clarifications shall be submitted as specified in this RFQ. Written responses will be provided as an official addendum to the RFQ in accordance with the submittal timeline. Respondents shall note that the official addendum represents the City's official position and supersedes any oral responses to inquiries or written responses by the City.

10.0 DRAFT AGREEMENT

A draft agreement between owner and architect is included with this solicitation. The City may modify this contract. Except as may be required under Alabama law, City will not consent to any contract provisions that seek to limit Respondent’s liability for damages arising during the project. Except as may be required under Alabama law, City will not consent to any contract provision requiring it to indemnify Respondent for third party claims. Except as may be prohibited under Alabama law, City will require indemnification from Respondent for any claims arising from project. These are standard guidelines for City contracts. The scope and budget of the grant award is limited to E&D/planning services, and preparation of construction and bid documents. The City may, at its discretion, amend the contract to include procurement services, and construction phase services. Firms should submit with their proposal any terms within the agreement which the firm will be unable to agree.

DRAFT

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)

« »« »
« »
« »

«City of Mobile Business License No.: »
«Secretary of State Registration No.: »

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

«Africatown Welcome Center - Phase I – Engineering And Design »
«Project Number: »
« »
« »
« »

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.

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

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User Notes: (1852651342)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: 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.)

« »

§ 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.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.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 Department »
«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:

«TBD »« »
« »
« »

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User Notes:

« »

.2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

«Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code - TBD »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«TBD »
« »
« »
« »

§ 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 Structural Engineer:

«TBA »« »

.2 Mechanical and Plumbing Engineer:

«TBA »« »

.3 Electrical Engineer:

« TBA »« »

.4 Commissioning Agent:

« TBA »

§ 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.

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

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User Notes:

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.

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.

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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, 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.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 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.

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to 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.

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

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

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 « » («») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 « » («») visits to the site by the Architect during construction, as required based on progress of the work

.3 « » («») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 « » («») inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » («») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 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 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 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.

§ 8.1.3 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.

§ 8.1.4 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.

§ 8.1.5 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«$0.00»

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«N/A»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

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for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

«»

.2 Percentage Basis
(Insert percentage value)

«N/A»

.3 Other
(Describe the method of compensation)

«A. Basic Services Stipulated Sum $
B. Reimbursable Expenses: not to exceed $
C. Total Compensation: not to exceed $»

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «zero» percent («0»%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«twelve and a half »	percent (	«12.5 »%)
Design Development Phase	«fifteen »	percent (	«15 » %)
Construction Documents Phase	«fifty »	percent (	«50 » %)
Procurement Phase	«two and a half »	percent (	«2.5 » %)
Construction Phase	«twenty »	percent (	«20 » %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit A »

Employee or Category	Rate ($0.00)

§ 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:

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «zero » percent («0 » %) of the expenses incurred.

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1
§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » ($ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.
(Insert rate of monthly or annual interest agreed upon.)

«0 » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

«.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.»

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

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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.)

[« »] 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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User Notes:

This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
«William S. Stimpson, Mayor »« »	« »« »
(Printed name and title)	*(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF _____
COUNTY OF _____
Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as _____ of _____ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this ___ day of _____, 20___.

NOTARY PUBLIC
My Commission Expires: _____

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RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

February 2022

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. An approved application, including all documents, certifications, and assurances that are part of the approved application;
5. An approved scope of work;
6. Any approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury's implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Frequently Asked Questions), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance," 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury's implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. **Administrative Costs**

a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2. Administrative costs do not include:

i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;

ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and

iii. Indirect costs of subrecipients.

b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:

i. The amounts received under a component (i.e., Direct Component or Centers of Excellence) by a recipient, beginning with the first grant through the most recent grant, and

ii. The amounts in the Trust Fund that are allocated to, but not yet received by, the grantee under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.

c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. **Oil Spill Liability Trust Fund**

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. **Remedies for Noncompliance**

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for

activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. **Allowable Costs**

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

a. Construction, including the alteration, repair, or rehabilitation of existing structures;

b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and

c. Acquisition of land or interests in land.

2. **Prior Approval for Changes in Centers of Excellence**

a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. The Data Universal Numbering System (DUNS) Number of the entity or Unique Entity Identifier (UEI) Number as applicable;

iii. Location of the entity;

iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;

v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b); and

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. **Performance Reports**

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the

consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

C APPLICABLE LAWS, REGULATIONS, AND PROGRAM REQUIREMENTS

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);
2. Treasury's implementing regulations, 31 C.F.R. Part 34;
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;
5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;
6. New Restrictions on Lobbying, 31 C.F.R. Part 21;
7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;
9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;
10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;.
11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) and other program guidance; and
12. Any special award conditions included in the award.

D USE OF FUNDS AND FINANCIAL REQUIREMENTS

1. **Scope of Work**

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

2. **Pre-award Costs**

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

3. **Indirect Costs**

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204. Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at https://home.treasury.gov/system/files/216/May-2020-Direct-Component-FAQ-Update-final-5-21-2020.pdf. Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.

b. Unallowable direct costs are not recoverable as indirect costs.

c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. **Cost Sharing and Budget Limitations**

a. There is not a cost sharing or matching requirement for Treasury's RESTORE Act grant programs. However, if matching funds are included in the approved award budget, the recipient must obtain and use these matching funds for the purposes of the award.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. **Program Income**

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(f). As allowed by 2 C.F.R. § 307(b), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the

conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. **Tax Refunds**

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

8. **Requirement to Maintain a Conflict-of-Interest Policy**

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment**

a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

b. Covered telecommunications equipment or services are defined as follows:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.

c. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

d. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.

10. **Limitation on Use of Funds for Research Involving Human Subjects**

a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.

b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

ii. Documentation to support an exemption for the project;

iii. Documentation to support deferral for an exemption or IRB review; or

iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. **Limitation on Use of Funds for Foreign Travel**

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. **Subawards**

a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(a). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332 , including but not limited to monitoring use of RESTORE Act funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk

reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332.

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.

g. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.

h. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards consistent with 2 C.F.R. § 200.318(c)(1).

    i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

    ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

    iii. A recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

    iv. The standards of conduct must provide for disciplinary actions to be

applied for violations of such standards by officers, employees, or agents of the recipient.

E EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

F RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. **Financial Reports**

   a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.

   b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).

   c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

   d. The recipient must submit all financial reports via Grant Solutions (http://www.GrantSolutions.gov), unless otherwise specified by Treasury in writing.

2. **Performance Reports**

   a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.

   b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

      i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

         a) In Section B-1:

            1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

            2) Summarize any key accomplishments, including milestones completed for the reporting period;

            3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract,

the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

4) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F. R. § 200.329(e)**

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB's implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The *Operational Self-Assessment* is electronically available and may be completed and submitted via a MAX.gov Federal Community link. The form is completed in MAX.gov and can be found on Treasury's Direct Component Resources webpage for reference at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources.

6. **Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101**

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

7. **System for Award Management (SAM.gov) and Universal Identifier Requirements**

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

8. **Reporting Requirements for Status of Real Property or Interest in Real Property**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

9. **Reporting on Lobbying**

a. Solely for the purposes of reporting on lobbying, "recipient" is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury's implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

d. Each "person" who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

i. As defined in 31 U.S.C. § 1352(g)(3), the term "person"—includes an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit; but does not include an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.

ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.

iii. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

   b) A change in the persons(s) influencing or attempting to influence; and/or

   c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

G FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

    a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

    b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;

    c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;

    d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015);

    e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and

    f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report

the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII), as defined in 2 C.F.R 200.1, consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

H RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of the final expenditure report (final SF-425), as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

   a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

   b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

   c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

   d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;

   e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

   f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final expenditure report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

I THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. **Access to Records**

   a. Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents, in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

   b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

   c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

2. **Access to the Recipient's Sites**

   a. The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

J AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the

appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.

3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.

5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:

    a. The recipient receives less than $250,000 in federal awards per year;

    b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

    c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. Interest earned amounts up to $500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

K NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.

b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. Any transfer between the non-construction and construction budget lines;

vi. The use of funds to reimburse the recipient for pre-award costs;

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);

viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;

ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;

x. The commencement of any construction under the award;

xi. The purchase of equipment under the award;

xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award; and

xiii. The disposition of real property or equipment with a fair market value exceeding $5,000.

L AMENDMENTS AND CLOSEOUT

1. **Amendments**

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.

c. An amendment is required whenever Treasury and the recipient wish to:

i. Make a material change to the award scope of work;

ii. Extend the award period of performance;

iii. Increase or decrease the amount of funds on a RESTORE Act grant;

iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;

v. Change the approved cost-sharing or matching provided by the recipient; or

vi. Transfer funds between the construction and nonconstruction budget line items.

d. Requests for amendments must be submitted via GrantSolutions.gov, unless Treasury specifically waives this requirement, and must be signed by the recipient's Authorized Official;

e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:

i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;

ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in matching funds, or

transfers between line items. This detailed budget should show the original budget for each line item, the requested change for each line item, and an explanation or justification for each requested line item change;

iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and

iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. **Closeout**

a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 120 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.

c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the period of performance, or at closeout of the Award by Treasury.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § § 200.310 through 200.316 and § 200.330.and Section Q of these terms and conditions

g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient ‘s material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS) and may pursue other remedies for noncompliance, as listed in Section M.

h. The closeout of this Award does not affect any of the following:

i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

iii. The ability of the Federal awarding agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

iv. Audit requirements in 2 C.F.R. Part 200, Subpart F.

v. Property management and disposition requirements in 2 C.F. R. §§ 200.310 through 200.316.

vi. Records retention as required in 2 C.F.R. §§ 200.334 through 200.337.

i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

M TERMINATION AND REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

   a. Impose additional Special Award Conditions such as:

      i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;

      ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report;

      iii. Requiring additional activity, project, or program monitoring;

      iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or

      v. Establishing additional actions that require prior approval;

   b. Temporarily withhold payments pending correction of the noncompliance;

   c. Disallow from this Award all or part of the cost of the activity or action not in compliance;

   d. Wholly or partly suspend or terminate this Award;

   e. Withhold additional Awards;

   f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or

   g. Take any other remedies that may be legally available.

2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.

3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.

5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

7. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321, as implemented at 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.

8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any

debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325), ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private

entities that provide public transportation; and

f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

a. Treasury's Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury's Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities**;**

c. Treasury's Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency:

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS, AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q PROCUREMENT

1. **General Provisions**

a. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with 2 C.F.R. § 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327.

b. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. § 200.318 through 200.327.

2. **Solid Waste Disposal**

The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 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 by 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.

3. **Subawards**

a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. **Minority and Women-Owned Business Enterprises**

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

5. **Domestic Preference for Procurement**

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

See 2 C.F.R. § 200.322 for definitions of "manufactured products" and "produced in the United States." This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Worker (January 25, 2021).

R ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)

2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)

3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)

8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)

9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)

12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)

13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)

14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)

17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO

13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)

22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

24. Coral Reef Protection, EO 13089

25. Invasive Species, EO 13112

S REAL PROPERTY, CONSTRUCTION, EQUIPMENT AND SUPPLIES

1. **General Requirements**

   a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.

2. **Real Property and Acquisition of Land and Land Interests**

   a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

   b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.

3. **Compliance with State, Local and Federal Requirements**

   The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. **Title**

   a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.

   b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:

      i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and

      ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient's intended use, operation, construction, maintenance of the

property, or Treasury's federal interest). The title insurance, title report, or title opinion should include the legal description of the property.

c. When the property to be used for the project has not been newly acquired, the recipient must provide the following as evidence of clear title to the property both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within the last year. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.

d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:

   i. A copy of the easement deed or equivalent conveyance document; and

   ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).

e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:

   i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and

   ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.

f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.

g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.

h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury's permission to proceed with construction.

5. **Permitting Requirements**

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury's sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. **Estimated Useful Life**

a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

b. The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property acquired or improved, in whole or in part, with the Treasury investment.

c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. **Recording the Federal Interest in the Real Property**

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a "federal interest") that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury a title insurance (also known as title

policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.

g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion include, but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

9. **Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by

exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters;

c. Terrorist acts; and

d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Commencement of Construction**

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract

price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury’s permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those

published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a "treatment works" project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a "treatment works" project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

a. "Treatment works" is defined in 33 U.S.C. § 1292, and means any:

i. Devices and systems:

1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or

2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and

ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;

iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or

Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.

b. When Davis-Bacon Act-related provisions applies, the recipient 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. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") in all prime construction contracts in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate determination for a specific locality go to https://sam.gov/content/wage-determinations. If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination.

c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, contractors are 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 and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH–347 which is available at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification.

d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The recipient must report all suspected or reported violations to Treasury.

e. The wage determination (including any additional classification and wage rates) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The posters can be found at https://www.dol.gov/whd/programs/dbra/wh1321.htm.

f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of $2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).

g. **Contract Provision for Contracts in Excess of $100,000*:* Contract Work Hours and Safety Standards Act**. All contracts awarded by the recipient or subrecipient 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 at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, 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.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. §§ 5.5(b)(1) through (4) in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.

h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a

clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

i. **Enforcement**: In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. **Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. **Supplies and Equipment**

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

T MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

e. Copeland "Anti-Kickback" Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Limitations on Political Activities of Employees**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **Drug-Free Workplace**

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

9. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

10. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. **The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity:

i. You as the recipient, your employees, subrecipients under this Award,

and subrecipients' employees may not—

a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

b) Procure a commercial sex act during the period of time that this Award is in effect; or

c) Use forced labor in the performance of this Award or subawards under this Award.

ii. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

1) Associated with performance under this Award; or

2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:

a) Associated with performance under this Award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. Provisions applicable to any recipient:

i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.

ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

b) Is in addition to all other remedies for noncompliance that are available to us under this Award.

iii. You must include the requirements of this section in any subaward you

make to a private entity.

d. *Definitions*. For purposes of this award term:

i. "Employee" means either:

a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity":

a) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

b) Includes:

1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); or

2) A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. **Publications and Signage**

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage produced with funds from this Award, which informs the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

"This project was funded in whole or in part by grant [number] awarded by the U.S. Department of the Treasury under the RESTORE Act [Direct Component or Centers of Excellence Research Grants] program. The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of the U.S. Department of the Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of the Treasury."

Signage:

"This project was funded by a grant from the U.S. Department of the Treasury under the

RESTORE Act [Direct Component or Centers of Excellence Research Grants] Program."

13. **Copyright**

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

    i. When no longer needed for subaward or contract performance;

ii. Upon completion of the subrecipient or contractor employee's employment; or

iii. Upon subaward or contract completion or termination.

15. **Export Control**

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower-tier

transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

APPENDIX I: 2 C.F.R. PART 170, APPENDIX A

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if -

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received -

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if -

i. in the subrecipient's preceding fiscal year, the subrecipient received -

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and

subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

APPENDIX II: 2 C.F.R. PART 25, APPENDIX A

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

   a. A foreign organization;

   b. A foreign public entity;

   c. A domestic for-profit organization; and

   d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

APPENDIX III: DAVIS-BACON AND RELATED ACTS REQUIREMENTS

1. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. . § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 C.F.R. .§ 5.1 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the

contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of 29 C.F.R. . § 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Treasury or the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy

of all payrolls to the recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the recipient, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this 29 C.F.R. . § 5.5.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

4. Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29

C.F.R. 5.5(a)(1) through (10), and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

APPENDIX IV: CONTRACT CLAUSES REQUIRED FOR CONTRACTS SUBJECT TO THE REQUIREMENTS OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R.§ 5.5(b), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b).

(3) Withholding for unpaid wages and liquidated damages. The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R. § 5.5(b).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

APPENDIX V: 41 C.F.R. § 60-1.4

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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SPECIAL AWARD CONDITIONS

1. Non-Duplicative Use of RESTORE Act Funds
   The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.
2. Project Performance Reporting – GRANTS
   The Recipient must submit project performance reports through the Council's Restoration Assistance and Award Management System (RAAMS) or any successor system on an annual basis. The performance report is due on July 30th of each year, which is 30 calendar days after the end of the reporting period. Performance reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes section B.O1.C of the RESTORE Council Financial Assistance ST&C's dated August 2015, which states that performance reports are due with the same frequency as the financial reports.
3. Updates to the Observational Data Plan
   The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.
4. Update to the Data Management Plan
   The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct inaccuracies until all information is final. The first updated plan must include timeframes for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.
5. Observational Data Management and Delivery
   A. Data Sharing
   All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are

to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

B. Timeliness

Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extension or follow-on funding) whichever first occurs.

C. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of m were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

D. Failure to Share Data

Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. Data Citation

Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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."

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Carroll and Gregory, and Mayor Stimpson

Purpose and Scope of Project:

To make geotechnical studies & surveys for structural wall replacement at Sullivan and Langan Parks

Amount of Contract:

$46,650.00 combined

Funding Source

Project # Structural Wall Replacement @ Sullivan Park and Langan Park (consultant) PR-020-22/PR-020A-22

Discretionary Funds

Project String C0818 Sullivan Pk ($24,200.00) & C0817 Langan Pk ($22,450.00) (20002000-42200)

Contract Number:4281 (PR-020-22), 4282 (PR-020A-22)

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-020-22/PR-020A-22 Structural Wall Replacement @ Sullivan Park and Langan Park (consultant)	Cover Memo	1/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/25/2023 - 2:16 PM
Capital	Rhodes, Brenda	Approved	1/25/2023 - 4:07 PM

Legal	Kern, Chris	Approved	1/26/2023 - 11:06 AM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:43 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmembers William Carroll and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	BARTER & ASSOCIATES, INC.			
Project Name:	STRUCTURAL WALL REPLACEMENT			
Project Numbers:	PR-020-22	SULLIVAN PARK	$24,200.00	(C0818)
	PR-020A-22	LANGAN PARK	$22,450.00	(CO817)
Amount:	$46,650.00 COMBINED TOTAL			

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0818 – SULLIVAN PK-STRUCTURAL WALL REPLACE

CAPITAL PROJECT #: C0818 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-020-22

CONTRACT AMOUNT: $24,200.00

PROJECT DESCRIPTION: TO MAKE GEOTECHNICAL STUDIES & SURVEYS FOR STRUCTURAL WALL REPLACMENT AT SULLIVAN PARK (351 N CATHERINE ST).

VENDOR NAME: BARTER AND ASSOCIATES, INC.

VENDOR NUMBER: 21377

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:** 1/20/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0817 – LANGAN PK-STRUCTURAL WALL REPLACEME

CAPITAL PROJECT #: C0817 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-020A-22

CONTRACT AMOUNT: $22,450.00

PROJECT DESCRIPTION: TO MAKE GEOTECHNICAL STUDIES & SURVEYS FOR STRUCTURAL WALL REPLACEMENT AT LANGAN PARK (4901 ZEIGLER BLVD).

VENDOR NAME: BARTER AND ASSOCIATES, INC.

VENDOR NUMBER: 21377

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:** 1/20/2023

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____ day of _____ 2023.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

And the Consultant: Barter & Associates, Inc.
1614 Government Street
Mobile, Alabama 36604

City of Mobile Business License No.: 041260
Secretary of State Registration No.: 000-146-563

For the following Projects: Structural Wall Replacement –

Sullivan Park
351 North Catherine Street
Mobile, Alabama 36603

Langan Park
4901 Zeigler Boulevard
Mobile, Alabama 36608

Project Numbers: PR-020-22 – Sullivan Park (D2) - $24,200.00 (C0818)
PR-020A-22 – Langan Park (D7) - $22,450.00 (C0817)

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE:

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed Forty-Six Thousand Six Hundred Fifty and 00/100 Dollars ($46,650.00) as outlined in the Consultant's Proposal.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated August 4, 2022.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a

licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES:

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE:

Firm Name:	Barter & Associates, Inc.
Address:	1614 Government Street, Mobile, Alabama 36604
Phone Number:	(251) 473-8354 / (251) 473-8356
Email address:	mbarter@barterse.com
Name:	Marc S. Barter, P.E., S.E., SECB
Engineer License No.:	12749

3.1 GENERAL REQUIREMENTS:

3.1.1 The Consultant shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed. Deliverables shall be One (1) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations, or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 Indemnification: The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 **STANDARD OF PERFORMANCE**: Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant as outlined in Consultant's Proposal upon completion of the Work and receipt of Invoice for same.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $3,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000	$1,000,000/$2,000,000 annual aggregate
2. Projects over $1,000,000	$2,000,000 annual aggregate

CERTIFICATE OF LIABILITY INSURANCE ENDOREMENT PAGE

The policy endorsement listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, 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.

Professional Errors and Omissions – If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Contractor will remain solely responsible for, shall apply. OPTION-If the Self-Insured Retention (SIR) EXCEEDS $10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Pollution Legal Liability – Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, dated August 4, 2022;
2. Secretary of State Business Entity Record;
3. E-Verify Documentation;
4. Certificate of Insurance with Endorsements; and
5. This Instrument (Agreement).

5.2 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon ten (10) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

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

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT:

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power,

restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

Consultant, 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 Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: Barter & Associates, Inc.

Marc S. Barter
By Signature

Marc S. Barter, P.E., S.E., SECB
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF _____
COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Marc S. Barter as President of Barter & Assoc. 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 9th day of January, 2023.

Cynthia H. Kelly
NOTARY PUBLIC
My Commission Expires: CYNTHIA H. KELLY My Commission Expires September 18, 2023

END OF SECTION

BARTER & ASSOCIATES, INC.
Structural Engineers

August 4, 2022

Mr. Roger D. Washington Jr.
Architectural Engineering Department
City of Mobile
205 Government Street, Room 558
Mobile, AL 36602

RE: PR-020-22 Sullivan Community Center – Structural Retaining Wall Repairs and Site Drainage Modifications and Retaining Wall Reconstruction at Playhouse in the Park.

Dear Roger:

We are pleased to provide the following proposal for services related to the City of Mobile's retaining wall repairs at Sullivan Community Center and at the Playhouse in the Park. It is my understanding that the City of Mobile would like to pursue replacement of the existing retaining wall along the north side of the Sullivan Community Center property. In addition, the City would like to replace the retaining wall behind the Playhouse in the Park at Langan Park. Both projects will involve geotechnical studies, surveying, and civil site drainage design. Therefore, we have included in our proposal subcontracted services for a geotechnical engineer and a civil engineering firm.

Our services will include preparation of the land disturbance permit, completing the flood packet, the design and preparation of the construction documents as well as the administration of the construction contract inclusive of construction submittal reviews and eight (8) site visits. Application fees and similar out of pocket expenses are to be paid by the City of Mobile. As has been the case with our previous projects with the City, we will provide the contract drawings and technical specifications. Front end documents and bid advertisements will be provided by your office. This fee is based on both projects being designed, bid and the construction contract awarded to one contractor.

Our proposed fee for the project is as follows:

1. Geotechnical studies		$ 9,350
2. Surveying and Civil Engineering		$14,800
3. Structural Engineering Services and Coordination of the Design and Construction Services		$22,500
	Total Fee	**$46,650**

The fee distribution per facility shall be as follows:

Sullivan Park	$24,200
Langan Park	$22,450

Invoicing shall be at the completion of the project phases or monthly based on the percentage of completion of a given phase in accordance with the following table:

1. Completion of geotechnical studies and reports	$9.350
2. Completion of surveying	$3,800
3. Completion of construction documents	$22,400
4. Completion of the bid phase	$ 2,100
5. Completion of the construction phase	$ 9,000

Additional services not covered by this proposal shall be invoiced in accordance with the attached fee schedule.

As always, we appreciate the opportunity to assist the City of Mobile. If you have any questions regarding this proposal, please contact me.

Sincerely,

Marc S. Barter

Marc S. Barter, P.E., S.E., SECB

BARTER & ASSOCIATES, INC.
Structural Engineers

FEE SCHEDULE

Principal	$225.00/hr.
Sr. Project Manager	$175.00/hr.
Sr. Design Engineer P.E.	$160.00/hr.
Design Engineer P.E.	$135.00/hr.
Senior Engineer Inspector	$115.00/hr.
Engineer	$115.00/hr.
Engineer Technician	$ 100.00/hr.
CAD Draftsman II	$ 90.00/hr.
Clerical	$ 75.00/hr.

Expenses

Subcontract Consulting Services	Cost + 10%
Reproduction Expenses	Cost + 10%
Long Distance Telephone	Cost + 10%
Travel Expenses	Cost + 10%
Postage/Shipping	Cost + 10%
Digital Photographs	3.00/sheet
Automobile Expense	$ .60/mile

Alabama Secretary of State

Barter & Associates, Inc.	
Entity ID Number	000 - 146 - 563
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	12/05/1991
Registered Agent Name	BARTER, MARC S
Registered Office Street Address	1614 GOVERNMENT ST MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	CONSULTING ENGINEERING BUSINESS
Capital Authorized	$25,000
Capital Paid In	$1,00
Incorporators	
Incorporator Name	BARTER, MARC S
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	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 2019 2020 2021
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/05/1991 Certificate of Formation 5 pgs.

Browse Results | New Search

E-Verify

Company ID Number: 468942
Client Company ID Number: 567539

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Barter & Associates, Inc.

Marc S. Barter	**President**
Name (Please Type or Print)	Title
Signature	**06/11/2012**
	Date

E-Verify Employer Agent Alabama Department of Homeland Security

Sherry Galbreath	
Name (Please Type or Print)	Title
Electronically Signed	06/08/2012
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Barter & Associates, Inc.

E-Verify

Company ID Number: 468942
Client Company ID Number: 567539

Company Facility Address: 1614 Government St.
Mobile, AL 36604

County or Parish: MOBILE

Employer Identification Number: 631056567

North American Industry Classification Systems Code: 551

Administrator:

Number of Employees: 1 to 4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2022

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: Phyllis Constantino	
MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Suite 203 Charlotte NC 28277	PHONE (A/C, No, Ext): (704) 256-6000	FAX (A/C, No): (704) 256-6001
	E-MAIL ADDRESS: phyllis@medallioninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Insurance Underwriters	19917
INSURED Barter & Associates, Inc. 1614 Government Street Mobile AL 36604	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2222208303 **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? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY CLAIMS-MADE			AEXNYABFTCG004	03/01/2022	03/01/2023	EACH CLAIM AGGREGATE	$2,000,000 $2,000,000

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

Project Name: Various City of Mobile Parks – Structural Retaining Wall
Project Number: PR-020-22

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BARTE-1 OP ID: CB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2022

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 251-450-0061 Burkholder Insurance, Inc. P.O. Box 81569 115 University Blvd. Mobile, AL 36689-1569 Paul Burkholder, III	CONTACT NAME: Carol Booth PHONE (A/C, No, Ext): 251-450-0061 FAX (A/C, No): 251-450-0624 E-MAIL ADDRESS: Carol Booth <carol@burkholderins.com>
INSURED Barter & Associates, Inc. 1614 Government St Mobile, AL 36604-1102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Frankenmuth Mutual Insurance — 13986 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X ContractLiability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6655774	03/06/2022	03/06/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6655774	03/06/2022	03/06/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			6655775	03/06/2022	03/06/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
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		6715162	05/10/2022	03/06/2023	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 Name: Various City of Mobile Parks - Structural Retaining Wall
Project Number: PR-020-22
Endorsements 18203(11/18)& 09876(04/14) are available upon request.
Benefits for Workers Compensation Coverage are limited to the provisions of the Alabama Workers Compensation Law.

CERTIFICATE HOLDER MOBI123

City of Mobile
PO 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

Carol Booth

ACORD 25 (2016/03)

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In regards to Workers Compensation, by waiving subrogation, the employer and servicing agent may still receive reimbursement from a lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or lawsuit against City of Mobile.

Project Name: Canal Street - Wall Repairs Southeast corner of Broad Street and Canal Street Southeast corner of Washington Avenue and Canal Street& Southside of Canal Street and near Westside of Washington Avenue, Mobile, Alabama 36602 Project # HI-029-19

Commercial Liability Plus

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

COVERAGE

1. Additional Insured Broad Form Vendors
2. Amendment of General Aggregate
3. Borrowed Equipment
4. Duties in the Event of Occurrence, Claim or Suit
5. Damage to Premises Rented to You
6. Health Care Services
7. Medical Payments
8. Mobile Equipment
9. Non-Owned Watercraft
10. Product Recall
11. Supplementary Payments
12. Transfer of Rights of Recovery Against Others To Us
13. Voluntary Property Damage
14. Water Damage Legal Liability

This endorsement is subject to the provisions of SECTION II -- LIABILITY, except as described below:

1. **Additional Insured Broad Form Vendors**

   Under Paragraph C., **Who Is An Insured,** the following is added:

   a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

   b. The insurance afforded the vendor does not apply to:

      (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

      (2) Any express warranty unauthorized by you;

      (3) Any physical or chemical change in the product made intentionally by the vendor;

      (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

      (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

      (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

      (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient in any thing or substance by or for the vendor.

   c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. **Amendment -- Aggregate Limits of Insurance**

   a. The Aggregate Limits under Paragraph D.4., apply separately to each of your:

      (1) Projects away from premises owned by or rented to you; and

      (2) "Locations" owned by or rented to you.

      "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

3. **Borrowed Equipment**

   a. Exclusion B.1.k. is amended as follows:

      Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

   b. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

4. **Duties in the Event of Occurrence, Offense, Claim or Suit**

   a. The requirement in Paragraph E.2.a. that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership; or

      (3) An executive officer or insurance manager, if you are a corporation.

   b. The requirement in Paragraph E.2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership; or

      (3) An executive officer or insurance manager, if you are a corporation.

5. **Damage to Premises Rented to You**

   a. The word "fire" is amended to "fire, lightning or explosion" where it appears in Paragraph D.3.

   b. The last paragraph of B.1., Exclusions Applicable To Business Liability Coverage is replaced by the following:

      Exclusions a., d., e., f., g., h., i., k., l., m., n. and o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented to You Limit of Insurance applies to this coverage as described in Paragraph D. Liability and Medical Expenses Limit of Insurance in Section II -- Liability.

   c. The Damage to Premises Rented to You limit of insurance is the higher of:

      (1) $500,000; or

      (2) The amount shown in the Declarations for Damage to Premises Rented to You.

   This provision 5. does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Businessowners Coverage Form or by endorsement.

6. **Health Care Services**

   a. The definition of "bodily injury" in Paragraph F. is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

   b. Paragraph 2.a.(1)(d) of WHO IS AN INURED does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.

   c. Paragraph B.1.e.(1) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

   d. This provision 6. does not apply if you are engaged in the business or occupation of providing any services referred to in a. above.

7. **Medical Payments**

   a. In Paragraph A.2.a.(3)(b), "one year" is changed to "three years."

b. The Medical Expense Limit in Paragraph D.2. is replaced by a new Medical Expense Limit, which will be subject to all the terms of LIMITS OF INSURANCE. The new Medical Expense Limit is an additional $5,000 in excess of Medical Expense Limit provided by the Coverage Part.

c. This provision 7. does not apply if MEDICAL PAYMENTS is excluded either by the provisions of the Businessowners Coverage Form or by endorsement.

d. This provision 7. applies in excess of any other valid and collectible insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

8. **Mobile Equipment**

Under the DEFINITIONS section, Paragraph f.(1)(a), (b) and (c) of **Mobile Equipment** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

9. **Non-Owned Watercraft**

a. This provision 9. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.

b. This provision 9. does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision 9. does not provide any insurance.

10. **Product Recall**

a. **Coverage**

(1) We will pay for "product recall expense" which you incur as a result of an "incident".

(2) The amount that we will pay for "product recall expense" is limited as described under Limit of Insurance below.

b. **Exclusions**

This insurance does not apply to "product recall expense" incurred as a result of:

(1) A retail or service operation.

(2) Any condition likely to cause a loss known by you, or which should have been known by you, to exist prior to the effective date of this coverage.

(3) Any product or batch of products known to be defective.

(4) Any product distributed after the determination that a recall was necessary for that product.

(5) The failure of any product to accomplish its intended purpose.

(6) Any breach of warranty.

(7) The recall of any product solely because the product exceeded its shelf life or became obsolete.

(8) "Tampering" by, or with the prior knowledge of, you or any of your owners, partners, directors or officers.

(9) Any product with no known or suspected defect that is recalled because of a known or suspected defect in another product.

(10) Any redistribution or replacement of a recalled product by a like or substitute product.

(11) An "incident":

(a) Arising out of an organization you newly acquire or form; and

(b) That occurred before you acquired or formed the organization.

c. **Deductible**

We will not pay for "product recall expense" in any one "incident" until the amount of "product recall expense" exceeds the deductible amount of $500. We will then pay the amount of "product recall expense" in excess of the deductible up to the Limit of Insurance.

d. **Participation Percentage**

You agree to participate in the payment of "product recall expense" which exceeds the deductible amount by a Participation Percentage of 20 percent.

e. **Limit of Insurance**

The most we will pay under this Additional Coverage after the application of the Participation Percentage and regardless of the number of "incidents" is $50,000.

f. **Conditions**

(1) **Duties in the Event of an "Incident"**

When an "incident" has occurred or you become aware of circumstances that may result in an "incident" you must:

(a) Notify us promptly in writing;

(b) Cease the shipping, distribution or release of any of "your product" that may be defective until it has been determined that such products are free from any defect that may cause a loss under this coverage;

(c) Cooperate with us in the investigation and settlement of the claim;

(d) As often as may be reasonably required, permit us to inspect any of "your product" claimed to be defective and take samples for testing and analysis;

(e) Permit us to view your books and records for the purpose of determining the extent of the loss.

(2) **Abandonment**

There can be no abandonment of property to us.

g. **Definitions**

(1) "Incident" means a determination during the policy period by you or by a governmental authority that the use or consumption of "your product" could result in "bodily injury" or "property damage" which necessitates the recovery of possession or control of "your product" from any distributor, purchaser or user, or the destruction of such products.

For the purposes of this definition a determination has occurred when a governmental authority has requested you to conduct a recall or you have publicly announced your intention to conduct a recall.

(2) "Product recall expense" means the reasonable and necessary costs incurred by you for the recall of "your product" consisting of any of the following:

(a) Postage, printing, telephone communication charges, or the cost of radio, television or newspaper advertisements to announce the recall or to give instructions to consumers or distributors regarding the necessary return or destruction of any recalled product;

(b) The cost of shipping "your product" from any purchaser, distributor or user to the place or places designated by you including reasonable charges made by the purchaser, distributor or user for their actual expenses associated with preparing the shipment;

(c) Wages paid to your temporary employees;

(d) Wages paid to your regular employees, other than your salaried employees, for overtime work;

(e) Travel expenses incurred by you or your employees;

(f) Rental and utility expenses incurred by you for temporary storage facilities;

(g) The actual cost of disposal of "your product", but only to the extent that specific methods of destruction or disposal other than those usually employed for trash disposal are required to avoid "bodily injury" to any person or "property damage" to the property of others;

(h) Reasonable charges made to you by the purchaser, distributor, or user of "your product" for their actual expenses of preparing "your product";

but only when such costs or expenses are incurred exclusively for the purpose of, or as a direct result of, the recall of "your product".

(3) "Tampering" means an actual or alleged, intentional, malicious and wrongful alteration or contamination of "your product" which renders it unfit or dangerous for use or consumption or conveys that impression to the public.

(4) "Your product" means:

(a) Any goods or products other than real property, manufactured, sold, handled, or distributed by:

(i) You;

(ii) Others trading under your name; or

(iii) A person or organization whose business or assets you have acquired; and

(b) Containers (other than vehicles), materials, parts or equipment furnished in conjunction with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

h. Paragraph B.1.o. does not apply to the coverage provided by this endorsement.

11. **Supplementary Payments**

Paragraph A.1.f. is amended as follows:

a. The limit for the cost of bail bonds is amended from $250 to $2,500; and

b. The limit for loss of earnings is changed from $250 a day to $500 a day.

12. **Transfer of Rights of Recovery Against Others To Us**

Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" when you have assumed liability for such injury or damage under an "insured contract".

13. **Voluntary Property Damage**

a. Exclusion k.(4) does not apply to personal property of others in your care, custody or control on which you are performing operations, provided that the "occurrence" takes place away from property you own, rent or occupy.

b. Exclusions k.(5) and k.(6) do not apply to the first $5,000 of "property damage" for each "occurrence" provided that the "occurrence" takes place away from property you own, rent or occupy.

c. We will pay at the request of the named insured, for loss or damage to the property of others covered in the above extension subject to a limit of $5,000 for each "occurrence" and a $250 deductible for each claim. If we so request, the named insured shall replace the damaged property or furnish the labor and materials necessary for repairs at actual cost to the insured, excluding profit or overhead charges.

d. The Limit of Liability stated in the Declarations for Liability and Medical Payments DOES NOT APPLY to the Voluntary Property Damage coverage provided in this provision 13.

e. The Limit of Liability applicable to this Voluntary Property Damage provision 13. is as follows:

Limit of Liability:

$5,000 Each "Occurrence"

$10,000 Aggregate

"Aggregate limit", as used in this provision 13., refers to the total limit of liability for any annual policy period, regardless of the number of "occurrences", insureds, claims made, or "suits" brought during that annual policy period.

14. **Water Damage Legal Liability**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for all "property damage" arising out of any one "occurrence" is $50.000.

b. Coverage for Water Damage Legal Liability does not apply to:

(1) "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

(2) "Property damage" caused by or resulting from any of the following:

(a) Wear and tear;

(b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(c) Smog or smoke;

(d) Settling, cracking, shrinking or expansion;

(e) Insects, birds, rodents or other animals; or

(f) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

(3) "Property damage" caused directly or indirectly by any of the following:

(a) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;

(b) Volcanic eruption, explosion or effusion;

(c) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(d) Mudslide or mudflow;

(e) Water that backs up or overflows or is otherwise discharged from a sewer or drain, sump, sump pump or related equipment; or

(f) Water under the ground surface pressing on, or flowing or seeping through:

(i) Foundations, walls, floors or paved surfaces;

(ii) Basements, whether paved or not; or

(iii) Doors, windows or other openings.

(4) "Property damage" caused by or resulting from any of the following:

(a) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:

(i) You make a reasonable effort to maintain heat in the building or structure; or

(ii) You drain the equipment and shut off the water supply if the heat is not maintained.

(5) "Property damage" to:

(a) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(b) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (INCLUDING PRODUCTS-COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) for whom you are performing operations or have performed operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured

b. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", 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.

2. Any person(s) or organization(s) for whom you are performing operations or have performed operations that is an additional insured on a specifically named endorsement attached to this policy.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide full architectural & engineering services for new Parking Facility at the Mobile Civic Center.

Amount of Contract:

$850,000.00

Funding Source

Project # Mobile Civic Center - Professional Design Services for new Parking Facility CC-085-22 **Discretionary Funds**

Project String C0826 Civic Center-New Parking Facility (20002000-42200) **Contract Number:**4292

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CC-085-22 Mobile Civic Center - Professional Design Services for new Parking Facility	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/26/2023 - 10:15 AM
Capital	Rhodes, Brenda	Approved	1/26/2023 - 10:56 AM
Legal	Kern, Chris	Approved	1/26/2023 -

Mayors Office	Montgomery, Brandi	Approved	11:12 AM 1/26/2023 - 2:44 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:	EVAN TERRY ASSOCIATES, LLC
Project Name:	MOBILE CIVIC CENTER – NEW PARKING FACILITY
Project Number:	CC-085-22
Amount:	$850,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0826 / CIVIC CENTER-NEW PARKING FACILITY

CAPITAL PROJECT #: C0826 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CC-085-22

CONTRACT AMOUNT: $850,000.00

PROJECT DESCRIPTION: TO PROVIDE FULL ARCHITECTURAL & ENGINEERING SERVICES FOR NEW PARKING FACILITY AT THE MOBILE CIVIC CENTER (401 CIVIC CENTER DRIVE).

VENDOR NAME: EVAN TERRY ASSOCIATES LLC

VENDOR NUMBER: 298244

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:** 1/26/2023

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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)

Evan Terry Associates, LLC
1 Perimeter Park South, Suite 200S
Birmingham, Alabama 35243

City of Mobile Business License No.: 123534
Secretary of State Registration No.: 000-101-604

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

Mobile Civic Center - Professional Design Services for Parking Facility
401 Civic Center Drive
Mobile, Alabama 36602
CC-085-22

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.

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User Notes: (1733126767)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: 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.)

As provided in the Consultant's fee proposal dated December 9, 2022

§ 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.)

For full Architectural and Engineering Services for a new parking deck as outlined in the Consultant's fee proposal.

§ 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 Construction Budget: $28,000,000- $30,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Thirty percent (30%), sixty percent (60%) and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of Written Notice to Proceed

.3 Substantial Completion date or dates:

Within one hundred twenty (120) days from the Notice to Proceed

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director 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

TBD

.2

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(Paragraphs deleted)

Other, if any:

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

Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code - TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)
Neil H. King, Jr., AIA
Evan Terry Associates, LLC
One Perimeter Park South, Suite 200S
Birmingham, Alabama 35243

§ 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 Structural Engineer:

MBA Structural Engineering

.2 MechanicalPlumbing Engineer and Fire Protection:

TBA Bernhard TME

.3 Civil Engineer :

TBA Engineering Design Group

(Paragraphs deleted)
.4 Electrical Engineering

TBA Hyed Engineering

(Paragraphs deleted)
§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

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§ 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.

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.

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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, 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.

§ 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.

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§ 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.

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to 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.

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 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:
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

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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.

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

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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:

.1 Stipulated Sum
(Insert amount)Eight Hundred Fifty Thousand and 00/100 Dollars ($850,000.00)

.2 Percentage Basis
(Insert percentage value)

N/A

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.3 Other
(Describe the method of compensation)

A. Basic Services Stipulated Sum $850,000.00
B. Reimbursable Expenses: not to exceed $
C. Total Compensation: not to exceed $850,000.00

§ 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.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twelve and a half	percent (12.5	%)
Design Development Phase	fifteen	percent (15	%)
Construction Documents Phase	fifty	percent (50	%)
Procurement Phase	two and a half	percent (2.5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

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Employee or Category	Rate ($0.00)

§ 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:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Insurance Requirements, Exhibit 1
- c. Architect's 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.)

[ ] 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.

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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.

OWNER: City of Mobile

OWNER *(Signature)*

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

ATTEST:

City Clerk

Legal Name of Party to Contract:
CONSULTANT: Evan Terry Associates, LLC

ARCHITECT *(Signature)*

NEIL H. KING, JR.
President/C.O.O.
(Printed name, title, and license number, if required)
ALABAMA # 3069

STATE OF ALABAMA
COUNTY OF SAINT CLAIR

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Neil H. King Jr as President/COO of EVAN Terry Associates, 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 President.
Sworn to and subscribed for me this 12th day of January, 2023.

NOTARY PUBLIC
My Commission Expires: 4/3/2023

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User Notes:

Evan Terry Associates

Revised December 16, 2022
December 9, 2022

Mr. Gregg S. Blaize
Capital Improvement Project Manager
CITY OF MOBILE
Mobile, Alabama

RE: MOBILE PARKING DECK
Design Services Proposal
City Project Number CC-085-22
ETA Number P22-010

Dear Mr. Blaize:

Evan Terry Associates requests you consider this letter the basis for our proposal to provide full Architectural and Engineering Services for the new Mobile Parking Deck.

Project Scope

1. The new parking deck will include approximately 1,000 cars.
2. The new deck will be located in the existing parking lot of the Mobile Civic Center complex.
3. The building site is located adjacent to Claiborne Street and will be the primary entrance to the parking deck.
4. The Design Team and the Owner will evaluate the structural frame for the building, which will be either precast concrete or cast-in-place.
5. The parking deck is part of a larger development and appropriate tie-in coordination is included as a part of this proposal.
6. The Owner has suggested an accelerated schedule in the Design and completion of Construction Documents and would like to bid the project in the summer of 2023.
7. The project will involve canopy connections and pedestrian walkways to the adjoining development.

The services provided under this Agreement will include, but are not limited to, the following:

Civil Engineering

1. Preparation of a Site Demolition and Erosion Control Plan.
2. Site Layout Plan with horizontal and vertical controls.
3. Site Grading and Drainage Plan with the goal of sheet drainage.
4. Utility Plans including storm water, power distribution, domestic water, fire protection water, and telecommunications.
5. Erosion Control Plan.
6. Landscape Plan.
7. Necessary Design and Construction observation visits and meetings.

Architectural

1. Functional Layout Plan.
2. Exterior Design Studies to determine material and aesthetic appearance.
3. Full Architectural Drawings for bidding and construction.
4. Coordination of all Design Team members.
5. All meetings with the Owner, Owner's consultants, and Design Team during Design and Construction.
6. Bidding Document distribution, interpretations, receipt of Bids, evaluations and recommendations.
7. Full Construction Administration Services.

Structural Engineering

1. Full Structural Engineering including foundation, structural frame, and all skin connections.
2. Review meetings during document development.
3. Construction observation Shop Drawing review.
4. Construction observation site visits.

Mechanical/Plumbing Engineering

1. Roof drainage system design.
2. Deck drainage system design.
3. Dry Fire Protection Standpipe design.

4. Domestic water distribution.
5. Electrical and Data Room conditioning.
6. Connection of all systems to the Public Utilities.
7. Construction observation visits.

Electrical Engineering

1. Primary electrical service and distribution.
2. Coordination with Public Utilities for service entrance.
3. Interior and exterior lighting design.
4. Power plan and power distribution.
5. Fire Alarm System design.
6. Low voltage including voice/data, security system, parking controls and all related wiring determinations.
7. Construction observation visits.

Consultants proposed for this project include the following:

Civil Engineering	Engineering Design Group
Structural Engineering	MBA Structural Engineers
Mechanical, Plumbing and Fire Protection	Bernhard TME
Electrical Engineering	Hyde Engineering

Owner-Provided Information

1. Topographic Survey - The Design Team will receive from the Owner an up-to-date Topographic and Boundary Survey. The Design Team will assist the Owner in the preparation of documents for the Owner to solicit proposals to include the area identified in the project scope.
2. Geotechnical Information - The Owner will provide a Subsurface Geotechnical Report. Once the footprint of the building has been established, the Design Team will prepare a set of documents suitable for solicitation from subsurface geotechnical companies. This will allow the Owner to obtain multiple proposals. We will assist in the distribution, review, evaluation, and recommendation.

Fee Proposal

The form of agreement between Owner and Architect will be the American Institute of Architects Document AIA B151 or similar document.

Billing for Professional Services shall be invoiced on a monthly basis based on percent complete. The Professional Services breakdown is as follows:

Schematic Design	15%
Design Development	20%
Construction Documents	40%
Bidding and Negotiations	5%
Construction Administration	20%
Total	100%

Evan Terry Associates has designed and bid two parking decks similar in scope and size in 2022. Based on review of the contracts for these two projects, we would estimate the construction cost to be between $28 and $30 million.

The fee for Professional Services as requested in the RFQ as a Lump Sum is $850,000.

Evan Terry Associates and our Design Team are ready to begin working with City in developing this project. Should you have any questions or additional information, please to not hesitate to contact me directly.

Sincerely,

EVAN TERRY ASSOCIATES, LLC

Neil H. King, Jr, AIA
President/COO

NHKjr:md

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Evan Terry Associates, LLC
Address	One Perimeter Park South Suite 200s Birmingham, Alabama 35243
Telephone	205-972-9100
E-Mail	nking@evanterry.com

RFP/RFQ Solicitation Number	CC-085-22
Project Description	PROFESSIONAL DESIGN SERVICES FOR PARKING DECK FACILITY
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Neil H. King Jr.

Signature: _____ Date: 10/26/2022

Title: President / COO

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: Neil H. King Jr. Title: President / COO

E-mail:_ Phone: nking@evanterry.com 205-972-9100

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # CC-085-22 Your Bid/Proposal Amount $ TBD Date: 10 / 31 / 22

Description Professional Services / Architecture / Engineering

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
MBA STRUCTURAL ENG.		STRUCTURAL ENGINEERING	TBD	30	Y	
HYDE ENGINEERING		ELECTRICAL ENGINEERING	TBD	6	Y	

490

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Evan Terry Associates, LLC

Contact Person: Neil H. King Jr. Phone 205-972-9100 Email nking@evanterry.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
N/A		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
N/A		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
N/A		**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.
N/A		**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.
N/A		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
N/A		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
N/A		**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.

Y		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
N/A		**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.
N/A		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
N/A		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

Evan Terry Associates, LLC	
Entity ID Number	000 - 101 - 604
Entity Type	Domestic Limited Liability Company
Principal Address	ONE PERIMETER PARK SOUTH SUITE 200S BIRMINGHAM, AL 35243
Principal Mailing Address	ONE PERIMETER PARK SOUTH SUITE 200S BIRMINGHAM, AL 35243
Status	Exists
Place of Formation	Jefferson County
Formation Date	01/01/1985
Registered Agent Name	KING, NEIL H JR
Registered Office Street Address	ONE PERIMETER PARK SOUTH SUITE 200S BIRMINGHAM, AL 35243
Registered Office Mailing Address	ONE PERIMETER PARK SOUTH SUITE 200S BIRMINGHAM, AL 35243
Nature of Business	---

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	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

Transactions

Transaction Date	01/19/1988
Registered Agent Changed From	* Added
Transaction Date	07/26/1988
Legal Name Changed From	Evan M. Terry Associates, P.C.
Transaction Date	12/30/2014
Legal Name Changed From	Evan Terry Associates, P.C.
Transaction Date	12/30/2014
Miscellaneous Filing Entry	Entity Conversion Effective 01-01-2015 13:00
Transaction Date	12/30/2014
Miscellaneous Filing Entry	CONVERSION FROM DPC FILED
Transaction Date	12/30/2014

Evan Terry Associates, LLC	
Registered Agent Changed From	TERRY, JAMES L 2129 MONTGOMERY HWY BIRMINGHAM, AL 35209
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/01/1985 Certificate of Formation 9 pgs.
Document Date / Type / Pages	01/19/1988 Registered Agent Change 1 pg.
Document Date / Type / Pages	07/26/1988 Legal Name Change 5 pgs.
Document Date / Type / Pages	12/30/2014 Conversion 4 pgs.

New Search

Company ID Number: 537961

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 Evan Terry Assocaites, P.C.	
Neil King	
Name (Please Type or Print)	Title
Electronically Signed	**04/04/2012**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**04/04/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Evan Terry Assocaites, P.C.**
Company Facility Address:	**One Perimeter Park South**
	Suite 200S
	Birmingham, AL 35243
Company Alternate Address:	
County or Parish:	**JEFFERSON**
Employer Identification Number:	**63088835**

Company ID Number: 537961

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
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:	**James L Terry**		
Telephone Number:	**(205) 972 - 9100**	Fax Number:	**(205) 972 - 9110**
E-mail Address:	**jterry@evanterry.com**		
Name:	**Neil H King**		
Telephone Number:	**(205) 972 - 9100**	Fax Number:	**(205) 972 - 9110**
E-mail Address:	**nking@evanterry.com**		

EVANTER-01 PATRAFOUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amy Price	
The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	PHONE (A/C, No, Ext): (205) 397-5105	FAX (A/C, No): (205) 397-5155
	E-MAIL ADDRESS: aprice@prewitt.group	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Casualty Insurance Company	29424
INSURED	INSURER B : Hartford Fire Insurance Company	19682
Evan Terry Associates, LLC 1 Perimeter Park S. Ste. 200S Birmingham, AL 35243	INSURER C : RLI Insurance	13056
	INSURER D : Beazley Insurance Company, Inc	37540
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	21SBARS9505	4/24/2022	4/24/2023	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
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	21UECHF6492	4/24/2022	4/24/2023	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 X RETENTION $ 10,000	X	X	21SBARS9505	4/24/2022	4/24/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	21WECAT3739	4/24/2022	4/24/2023	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
C	Professional Liab			RDP0046914	4/24/2022	4/24/2023	Each claim/Aggregate	2,000,000
D	Cyber Liability			W2595F180401	5/8/2022	5/8/2023	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-085-22, Mobile Civic Center - Professional Design Services for Parking Facility, 401 Civic Center Drive, Mobile, Alabama 36602.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Waiver of Subrogation in favor of additional insureds in regard to Workers compensation policy when required by written contract, per policy terms and conditions. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

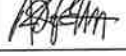
CERTIFICATE HOLDER

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 21 WEC AT3739 **Endorsement Number:**
Effective Date: 04/24/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: EVAN TERRY ASSOCIATES, LLC
1 PERIMETER PARK S STE 200S
BIRMINGHAM AL 35243

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

© 2011, The Hartford

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured 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 of Section II - LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

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

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

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

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

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

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

b. This insurance applies:

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

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

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

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

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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

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

e. **Incidental Medical Malpractice**

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

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

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

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

2. **MEDICAL EXPENSES**

Insuring Agreement

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

3. **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

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

(1) All expenses we incur.

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

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

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

(5) All costs taxed against the insured in the "suit".

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

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

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

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

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

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

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

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

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

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

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

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

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

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

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

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

o. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

p. Personal And Advertising Injury

"Personal and advertising injury":

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

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. **Applicable To Medical Expenses Coverage**

   We will not pay expenses for "bodily injury":

   a. **Any Insured**
   To any insured, except "volunteer workers".

   b. **Hired Person**

   To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. **Injury On Normally Occupied Premises**

   To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers' Compensation And Similar Laws**

   To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletics Activities**

   To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

   f. **Products-Completed Operations Hazard**

   Included with the "products-completed operations hazard".

   g. **Business Liability Exclusions**

   Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. **Employees And Volunteer Workers**

   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":

   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

   (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

   (d) Arising out of his or her providing or failing to provide professional health care services.

   If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

   (2) "Property damage" to property:

   (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

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

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

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Chief Jeremy Lami, Mobile Fire Rescue Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), in the amount of $1,421,630.00 for the FY22 Assistance to Firefighters Grant Program. There is a 10% cost match requirement ($142,163.00), if awarded.

Funding Source

Project # Fire Match 5500 11140 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds 1,421,630.00 **Matching Funds** 142,163.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	1/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	1/23/2023 - 1:18 PM
Legal	Kern, Chris	Approved	1/23/2023 - 1:34 PM
Legal	Kern, Chris	Approved	1/23/2023 - 1:35 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:44 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), a Notice of Award for grant assistance in the amount of $1,421,630.00 for the FY 2022 Assistance to Firefighters Grant Program.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Homeland Security. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 10% matching funds in the amount of $142,163.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Shayla Beaco, Build Mobile

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Alabama Historical Commission in the amount of $13,600.80 for the FY23 Certified Local Government (CLG) Grant Program. There is a 60:40 match requirement for a total project cost of 22,668.00 ($13,600.80 grant funds and $9,067.20 cash match).

Funding Source

Project # 42200, 44020, 45070, 46010, 47020 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $13,600.80 **Matching Funds** $9,067.20

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	1/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	1/23/2023 - 3:48 PM
Legal	Kern, Chris	Approved	1/23/2023 - 4:02 PM
Legal	Kern, Chris	Approved	1/23/2023 - 4:02 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:44 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive Historic Preservation grant funding from the U.S. Department of Interior through the Alabama Historical Commission in the amount of $13,600.80. Said funds are in support of the Certified Local Government (CLG) Grant Program for continued efforts in the digitization project by the Historic Development Office. There is a 60:40 match requirement bringing the total project cost to $22,668.00.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Interior and the Alabama Historical Commission. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council commits to a local cash match in the amount of $9,067.20, if awarded.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson and Councilor Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Action Plan PY2023-24 Resolution	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Rejected	1/26/2023 - 1:53 PM
Neighborhood Development	Cox, Shakeena	Approved	1/26/2023 - 1:20 PM
Neighborhood Development	Roberts, James	Approved	1/26/2023 - 2:35 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:45 PM

2023

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson and Councilor Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2023 is hereby adopted. Said Plan shall direct resources to develop a viable urban community by providing decent affordable housing and a suitable living environment along with expanding economic opportunities for low and moderate-income persons. Said Action Plan is the first installment within the City's overall five-year "2023-2027 Consolidated Housing and Community Development Plan," and establishes projects for the next Program Year from May 1, 2023 through April 30, 2024, to be funded with assistance from the following three programs which are funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grants (CDBG), HOME Investment Partnership Grants (HOME), and Emergency Solutions Grants (ESG). This funding being authorized and permitted to be drawn on a first in first out accounting basis. The City followed its HUD and City Council approved Citizen Participation Plan throughout the process.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is directed and authorized to act on behalf of the City of Mobile in the filing of this plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations attached herein as Exhibit 1.

A copy of this Plan shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

EXHIBIT 1

2023 Program Year Action Plan

PY 2023-2024 ACTION PLAN
PROJECTS AND COMMUNITY PARTNERS

Community Development Block Grant (CDBG)

City of Mobile Programs	HUD Category	
Administration (City of Mobile)	Administration	550,000
Section 108 Payment	Loan Repayment	220,000
Float Loan Program	Various Eligibilities	1,000,000
Housing Rehabilitation	Decent Housing	919,786
Infrastructure and Facilities	Suitable Living	60,000
Residential Rehabilitation Loans	Decent Housing	100,000
Microenterprise Loan Program	Economic Opportunity	50,000
Blight Removal	Decent Housing	450,000
SUBTOTAL – CITY OF MOBILE PROGRAMS		3,349,786

Community Development Block Grant (CDBG)

Public Services	HUD Category	
Proposed allocation in companion resolution	Public Services	40,000
Dearborn YMCA	Public Services	10,000
Dumas Wesley Community Center	Public Services	16,000
Legal Services of Alabama-Will Program	Public Services	50,000
Legal Services of Alabama-Fair Housing	Public Services	50,000
Ozanam Charitable Pharmacy	Public Services	45,000
VIA Senior Services	Public Services	14,000
VIA Volunteer Guardian Program	Public Services	14,000
Intern Program in Coordination with Nonprofits	Public Services	20,000
United Methodist Inner City Mission	Public Services	45,000
Mobile Area Interfaith Conference	Public Services	36,400
SUBTOTAL – PUBLIC SERVICES		340,400

TOTAL ANTICIPATED CDBG FUNDING $ 3,690,186

Emergency Solutions Grant (ESG)

	HUD Category	
Administration (City of Mobile)	Administration	15,400
Legal Services of Alabama	Homeless Prevention	66,928
McKemie Place	Emergency Shelter	28,000
Family Promise	Emergency Shelter	30,000
Penelope House Family Violence Center	Emergency Shelter	40,000
Salvation Army	Emergency Shelter	25,000

TOTAL ANTICIPATED ESG FUNDING $ 205,328

HOME Investment Partnership Program (HOME) &

City of Mobile and Developers	HUD Category	
Administration (City of Mobile)	Administration	99,350
Homebuyer Activities–(TBD)	Decent Housing	200,000
Affordable Housing–Homebuyer/Rental Activities (TBD)	Decent Housing	694,517

TOTAL ANTICIPATED HOME FUNDING $ 993,507

SUMMARY: 2023-2024 ANTICIPATED HUD FUNDING

Community Development Block Grant (CDBG)	**$ 3,690,186**
Emergency Solutions Grant (ESG)	**$205,328**
HOME Investment Partnership Program (HOME)	**$993,507**
GRAND TOTAL	**$ 4,889,021**

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Action Plan PY2023-24 Additional Resolution_Boys and Girls Club	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	1/26/2023 - 2:38 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:43 PM

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 Action Plan for 2023 adds the below public service provider.

Public Services	**HUD Category**	
Boys and Girls Club of South Alabama	Public Services	40,000
SUBTOTAL – ADDITIONAL PUBLIC SERVICES		40,000

BE IT FURTHER RESOLVED that the Mayor, or his designee, is directed and authorized to act on behalf of the City of Mobile in the filing of the plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations as described.

A copy of the Plan shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To approve the payout of settlement claim for Shaun L. Woods

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	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	1/26/2023 - 3:00 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:47 PM
Legal	Kern, Chris	Approved	1/26/2023 - 3:00 PM

2022

RESOLUTION

Sponsored by: Mayor 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 and directed 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 to settle the claim for personal property loss of Shaun L. Wood suffered on June 7, 2022, when his vehicle was stuck by a vehicle owned by the City, 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

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Joseph Snowden, Administrative Services Dept.

Sponsored by:

Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/31/2023 - 9:53 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4110	2023	(1510) FIRE ADMINISTRATION	2024 PIERCE ENFORCER AERIAL FIRE TRUCK FOR MFRD TO INCLUDE TRADING IN 2012 E-ONE CYCLONE AERIAL TRUCK FOR CREDIT AND PREPAYMENT OF NET PURCHASE PRICE (HGAC COOPERATIVE PRUCHASING AGREEMENT, NOT ON STATE CONTRACT)	$1,052,024.00	(294963) EMERGENCY EQUIPMENT PROFESSIONAL, INC.

Adopted:

_____
City Clerk

Bill To	Requisition 00004110-00 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
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	richardsonv@cityofmobile.org
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK FIRE, AERIAL LADDER	1.00 EACH	1052024.00000	1052024.00

Additional Description Notes

TRUCK FIRE LADDER/AERIAL 2024 PIERCE ENFORCER 107' ASCENDANT REAR MOUNT AERIAL QUINT; 5 YR MAINTENANCE/SERVICE PLAN; 5 YR BUMPER TO BUMPER CHASSIS WARRANTY

TRADE IN 2012 E-ONE CYCLONE 100' PLATFORM (T-24);

100% PREPAY DISCOUNT

PRICING PRIOR TO DISCOUNT $1,465,272.00

DISCOUNTS APPLIED
PREPAY DISCOUNT - $ 45,000.00

PIERCE / DEALER INCENTATIVE -$ 43,248.00

TRADE ALLOWANCE $325,000.00

PURCHASE ORDER PRICE $ 1,052,024.00

VENDOR SHALL DELIVER SAID APPARATUS TO THE CITY OF MOBILE.

NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE

Bill To	Requisition 00004110-00 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
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	richardsonv@cityofmobile.org
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE.			
	ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR.			
	THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE.			
	VEHICLE SHALL BE TITLED TO THE “CITY OF MOBILE”.			
	PRICING AS PER HGAC CONTRACT FS12-19 PRODUCT CODE FS19V-A05 ON QUOTE DATED 1-06-2023			
	Vendor Item			
	Inventory Item/Loc 695			
1	7000.40.20.0000.0000.2070.0000.0000.47120.			
	E MP01522 .VEHICLEEXP. .			1052024.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			

Bill To	Requisition 00004110-00 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
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	richardsonv@cityofmobile.org
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			

Requisition Link

Requisition Total 1052024.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	1052024.00	799444.29

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1052024.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	01/11/23	CHARLES SUMRALL	Reviewed and approve spec
Approved	01/12/23	KINA ANDREWS	Auto approved by: 910518527
Approved	01/12/23	JAMES DELAPP	
Approved	01/12/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	01/12/23	MARC VASSALLO	Auto approved by: 910518527
Approved	01/30/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/30/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/30/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/30/23	JOHN PAINE	
Approved	01/30/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00004110-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	richardsonv@cityofmobile.org
USA	
Tel#205-685-8200	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/09/23	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Signature

Product Information

Product Description
Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder

Manufacturer
Pierce Manufacturing, Inc.

Product Code
FS19VA05

Contract
FS12-19 Fire Service Apparatus (All Types)

Contract Category
General Purpose, Emergency & Autonomous Vehicles

Price
$1,251,212.00

Keyword(s)
Aerial, Platform, Ladder, Ladder/Platform

View Catalog

Vendors Offering This Product

Atlantic Emergency Solutions, Inc.
Brian Bashista
bbashista@atlanticemergency.com
Phone: 757-264-7424
Fax: 757-369-0651

Atlantic Emergency Solutions, Inc.
Chris Breslin
cbreslin@atlanticemergency.com
Phone: 800-442-9700/ Cell 443-824-4341
Fax: 703-257-2572

Atlantic Emergency Solutions, Inc.
Norm Mansfield
mansfield@atlanticemergency.com
Phone: 740-962-4328
Fax: 740-962-5422

Churchville Fire Equipment Corp
John Alfieri
johnalfieri@churchvillefire.com
Phone: 585-293-1688
Fax: 585-293-1833

Conrad Fire Equipment Inc.
Karl Schultz
kschultz@conradfire.com
Phone: 913-780-5521
Fax: 913-780-5251

Conrad Fire Equipment Inc.
Karl Schultz
kschultz@conradfire.com
Phone: 913-780-5521
Fax: 913-780-5251

Emergency Equipment Professionals, Inc.
Doug Akin
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Phone: 205-685-8200
Fax: 205-685-8282

Emergency Equipment Professionals, Inc.
Brian Lee
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Phone: 662-280-4729
Fax: 662-342-7251

Fire & Safety Services LTD
Robert Emery
remery@f-ss.com
Phone: 800-400-8017
Fax: 908-412-0513

Fire & Safety Services LTD
Robert Emery
sales@f-ss.com
Phone: 800-400-8017
Fax: 908-412-0513

Firematic Supply Co. Inc.
David Horton
dhorton@firematic.com
Phone: 631-924-3181
Fax: 631-924-5202

Firematic Supply Co. Inc.
Michael Iacono
miacono@firematic.com
Phone: 631-995-2460
Fax: 631-924-5202

Front Range Fire Apparatus
Duane Doucette
duaned@frontrangefire.com
Phone: 303-449-9911
Fax: 303-449-1203

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists
Michael Ayers
mayers@gwevs.com
Phone: 817.961.0062
Fax: 901.942.2724

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists
Wink Brown
wbrown@gwevs.com
Phone: 901-948-1625
Fax: 901-942-2724

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists
Jimmie Smith
jsmith@gwevs.com
Phone: 901-948-1625
Fax: 901-946-7433

Global Emergency Products
Greg Hinkens
ghinkens@gep3.com
Phone: 630-898-4862
Fax: 920-882-6555

Golden State Fire Apparatus Inc.
Ryan Wright
ryan@goldenstatefire.com
Phone: 916-330-1638
Fax: 916-330-1649

Halt Fire, Inc.
Todd Russell
russell@haltfire.net
Phone: 248-669-0800
Fax: 248-669-8120

Hughes Fire Equipment, Inc.
Sheri Taylor
sales@hughesfire.com
Phone: 541-747-0072
Fax: 541-747-0073

Hughes Fire Equipment, Inc.
Sheri Taylor
sales@hughesfire.com
Phone: 541-747-0072
Fax: 541-747-0073

Hughes Fire Equipment, Inc.
Sheri Taylor
staylor@hughesfire.com
Phone: 541.747.0072
Fax: 541.747.0073

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Andy Branscum
andy.branscum@macqueengroup.com
Phone: 636-239-3867
Fax: 636-239-7830

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Kevin Kreuger
kevin.kreuger@macqueengroup.com
Phone: 651-464-1010
Fax: 651-404-1011

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Dale Trettel
dale.trettel@macqueengroup.com
Phone: 612-710-4068
Fax: 651-645-6668

Minuteman Fire & Rescue Apparatus LLC. dba Allegiance Fire & Rescue
William K. O'Connor
boconnor@allegiancefr.com
Phone: 518-275-9705
Fax: 508-216-6368

Reliant Fire Apparatus, Inc.
Brett Krueger
brettk@reliantfire.com
Phone: 262-297-5020
Fax: 262-297-5022

Reliant Fire Apparatus, Inc.
Scott Krueger
scottk@reliantfire.com
Phone: 262-297-5020
Fax: 262-297-5022

Siddons-Martin Emergency Group
Jeffrey Doran
jdoran@siddons-martin.com
Phone: 800-784-6806
Fax: 281-442-0850

Siddons-Martin Emergency Group
Gretchen Peters
gpeters@siddons-martin.com
Phone: 800-784-6806
Fax: 800-784-6806

South Coast Fire Equipment
Kevin Newell
kevin@southcoastfire.net
Phone: 909-673-9900
Fax: 909-673-9700

Spartan Fire and Emergency Apparatus, Inc.
Robert Fore, IV
rfore@spartanfire.com
Phone: 864-582-2376
Fax: 864-582-2377

Ten-8 Fire & Safety, LLC
Keith Chapman
kchapman@ten8fire.com
Phone: 941-758-9385
Fax:

Ten-8 Fire & Safety, LLC
Keith Chapman
kchapman@ten8fire.com
Phone: 941-758-9385
Fax:

Ten-8 Fire & Safety, LLC
Cindy Morgan
cmorgan@ten8fire.com
Phone: 321-438-9185
Fax: 941-756-2598

Contact HGACBuy

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

Return to Products & Services | View This Contract

HGAC FORM D FS12-19		
	PEIRCE - Siddons-Martin Emergency Group	
F. Airport Rescue Fire-Fighting Vehicles		November 2022 Pricing
FS19UF01	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	$999,804.96
FS19UF02	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	$1,075,775.67
FS19UF03	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$1,315,572.14
FS19UF03R	Striker 6x6 2-Door Hybrid Aluminum Cab Replacement unit to ther UF03 8X8 Conventional	$2,043,581.63
FS19UF04	Oshkosh New Generation Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	$1,525,617.83
FS19UF05	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.	$423,353.48
FS19UF06	Oshkosh H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	$425,743.34
FS19UF07	Oshkosh HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	$491,305.80
FS19UF08	Oshkosh P-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 51,000 GVWR, Single Axle	$374,853.38
V. Pierce		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
FS19VA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	$1,124,825.00
FS19VA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	$1,168,422.00
FS19VA03	Pierce Enforcer Chassis 4-Door 75' Aluminum Rear Mounted Telescoping Ladder, Formed Aluminum Body	$1,106,338.00
FS19VA04	Pierce Arrow Chassis 4-Door 100' Aluminum Rear Mount Aerial, Aluminum Body, Tandem Axle	$1,481,168.00
FS19VA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	$1,251,212.00
FS19VA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder	$1,306,383.00
FS19VA07	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform	$1,370,217.00

FS19VA08	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	$1,312,838.00
FS19VA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform	$1,737,166.00
FS19VA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	$1,648,600.00
FS19VA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	$1,664,381.00
B. Wildland Fire Apparatus (Brush Fire)		
FS19VB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	$200,904.00
FS19VB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank	$300,153.00
FS19VB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	$494,385.00
C. Pumper Fire Apparatus		
FS19VC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$364,805.00
FS19VC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$376,190.00
FS19VC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$384,938.00
FS19VC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$396,310.00
FS19VC05	Pierce Saber 4- Door Full Tilt Aluminum Cab, Ford Engine, Aluminum Body, 1250 gpm, mid-mounted Pump	$540,353.00
FS19VC06	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$606,970.00
FS19VC07	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$671,796.00
FS19VC08	Pierce Velocity, 4- Door Full Tilt Cab, Aluminum Long Body, 1250 gpm mid-mounted Pump	$771,515.00
FS19VC09	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	$843,134.33
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
FS19VD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	$221,934.00
FS19VD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$292,087.00
FS19VD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$294,492.00
FS19VD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$303,032.00
FS19VD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$317,181.00
FS19VD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Encore Body 18.5'	$529,780.00
FS19VD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	$681,998.00
FS19VD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	$810,677.00
FS19VD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$411,556.00
FS19VD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$414,827.00
FS19VD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$425,001.00

FS19VD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$434,254.00
FS19VD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	$814,636.00
FS19VD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	$934,722.00
FS19VD15	Pierce Velocity 2-Door, Aluminum Cab, Tandem Axle, Combination Formed Aluminum Body	$989,035.00
FS19VD16	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in Communications Body	$1,027,323.00
E. Pumper/Tankers & Tankers		
FS19VE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	$380,265.00
FS19VE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	$383,816.00
FS19VE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	$397,030.00
FS19VE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	$432,133.00
FS19VE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	$675,173.00
FS19VE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	$790,380.00
FS19VE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$417,383.00
FS19VE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$433,235.00
FS19VE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$420,504.00
FS19VE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	$435,007.00
FS19VE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	$672,976.00
FS19VE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	$820,111.00
FS19VE13	Pierce Velocity, 4-Door Aluminum Cab, Tandem Axle, Aluminum Pumper/Tanker 2000 Gallon Body, 1500 GPM Pump	$838,313.00

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:2/7/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

TRANSFER FUNDS TO THE MOBILE POLICE DEPT. WILL BE BE USED FOR TRAFFIC CONTROL FOR THE TOULMINVILLE-LEFLORE ALUMNI ASSOCIATION PARADE

Amount of Contract:

$3,034.58

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
TRANSFER FUNDS - MOBILE POLICE DEPARTMENT	Cover Memo	2/1/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/1/2023 - 2:13 PM

60- 2023

R E S O L U T I O N

Sponsored by: *Cory Penn, Councilmember District 1*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $3,034.58 be transferred from the District 1 General Fund, Discretionary Account DSC-01, from General Fund Account 10041020-42080 to the Mobile Police Department General Fund Account 10041534-43130 and will be used for traffic control for the Toulminville-Leflore Alumni Association parade.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:
FUNDS WILL BE USED FOR TRAFFIC CONTROL FOR THE DIP CHRISTMAS PARADE

Amount of Contract:
$3,839.33

Funding Source

Project # DSC-03 / 10041020-42080 **Discretionary Funds** DSC-03

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
TRANSFER RESOLUTION-MOBILE POLIICE DEPT.	Cover Memo	2/1/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/1/2023 - 12:10 PM

60- 2023

R E S O L U T I O N

Sponsored by: *C.J. Small, Councilmember District 3*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $3,839.33 be transferred from the District 3 General Fund, Discretionary Account DSC-03, from General Fund Account 10041020-42080 to the Mobile Police Department General Fund Account 10041534-43130 and will be used for traffic control for the float escorts regarding the “DIP Christmas Parade” on December 3, 2022.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

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	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:49 AM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	Bohaydens, LLC
Location:	Bohaydens 622 St. Louis Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5551

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.30.2023

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *BOHAYDENS LLC*

Trade Name: BOHAYDENS

Location: 622 SAINT LOUIS STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA 02.07.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

PO Box 1827 • Mobile, AL 36633-1827 • Phone (251) 208-7441 • Fax (251) 208-7482

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Comments:
NEW APPLICATION
AGENDA 02.07.2023

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Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 02.07.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5551

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

BOHAYDENS LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **010 - LOUNGE RETAIL LIQUOR - CLASS I**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *BOHAYDENS LLC*

TRADE NAME: BOHAYDENS

LOCATED AT: 622 SAINT LOUIS STREET MOBILE AL 36602

☐ YES	☐ NO	☑ N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑ N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: HAYDEN E CONSTANTINE PHONE#: 251.259.0994

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 01.23.2023
Application No: 5551

Type License: ***010 - LOUNGE RETAIL LIQUOR - CLASS I***

Type License: ***N/A***

Name of Applicant(s) ***BOHAYDENS LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
CONSTANTINE, HAYDEN EDWARD	MEMBER	01.04.1999 MOBILE AL	
MONTEIRO, CHARLES POINCOT	MEMBER	04.09.1999 COVINGTON LA	

Corporate information: 001-031-686 (Enter book & page or document info) Date: 07.22.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***BOHAYDENS***

Location 662 SAINT LOUIS STREET MOBILE AL 36602

Mailing Address 662 SAINT LOUIS STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? BAR/LOUNGE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *NO*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** [signature]

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** [signature]

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 01.23.2023

The undersigned BOHAYDENS LLC dba BOHAYDENS - HAYDEN E CONSTANTINE
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

[signature]
Signature of Affiant

Sworn to and subscribed before, me this 23rd day of JANUARY Year 2023

R Shawn Skinner
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person HAYDEN E CONSTANTINE E-mail: HAYDENCONSTANTINE7@GMAIL.COM

Phone Number: Home: 251.259.0994 Cell: 251.259.0994 Bus: 251.259.0994

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 50 License premises includes patio area *YES*

Square Footage 3063

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
CONSTANTINE, HAYDEN EDWARD	NONE		
MONTEIRO, CHARLES POINCOT	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: Hayden Constantine

Lease /Property Ownership

Name of Property Owner/Lessor: SHOPPES AT ST LOUIS ST LAND LLC 251.423.1160

Address of Property Owner/Lessor: 662 ST LOUIS STREET MOBILE AL 36602

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) HEC

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230111134935388

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: BOHAYDENS **Filing Fee:** $50.00

Applicant: BOHAYDENS LLC **Transfer Fee:**

Location Address: 662 SAINT LOUIS ST MOBILE, AL 36602

Mailing Address: 662 SAINT LOUIS ST MOBILE, AL 36602

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-031-686

Do you sell Draft Beer?:

Date Incorporated: 07/27/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/27/2022

Federal Tax ID: 88-3433531 **Alabama State Sales Tax ID:** R011562375

Name:	Title:	Date and Place of Birth:	Residence Add...
HAYDEN EDWARD CONSTANTINE	MEMBER	01/04/1999 MOBILE AL	
CHARLES POINCOT MONTEIRO	MEMBER	04/09/1999 COVINGTON LA	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BEAU MONTEIRO
Business Phone: 985-237-8509
Fax:

Home Phone: 985-237-8509
Cell Phone: 985-237-8509
E-mail: BEAUMONTEIRO4@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230111134935388

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SHOPPES AT ST LOUIS ST LAND LLC 251-423-1160
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3063 Display Square Footage:
Building seating capacity: 50 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230111134935388

Initial each | **Signature page**

Initial each	
HEC	In reference to law violations, I attest to the truthfulness of the responses given within the application.
HEC	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
HEC	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
HEC	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
HEC	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
HEC	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Hayden Constantine

Signature of Applicant: Hayden Constantine

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 1/11/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name:	BOYHADENS	*Applicant:*	BOHAYDENS LLC
Location:	662 SAINT LOUIS ST MOBILE AL 36602	*License Type:*	010
Contact:	BEAU MONTEIRO	*ABC Staff:*	S/ DURHAM
Telephone:	985-237-8509	*Date:*	1/11/2023

IMPORTANT NOTE: Applicants must provide all the items (if applicable) below before the ABC license can be issued.

1.	X	FILING FEE	$50.00		
2.	N/A	Transfer Fee			
3.	N/A	Application			
4.	N/A	Transfer Agreement			
5.	N/A	Current ABC License & Current Owner Driver License			
6.	N/A	Current ABC Licensee's Liquor Liability Insurance			
7.	X	Lease			
	X	Is the correct Applicant's name on the lease/deed?			
	X	Is the Address correct on the lease/deed?			
	X	Are the Terms of the lease clear?			
	X	Is the lease/deed signed?			
8.	X	Corporation/LLC/LLP/Partnership Agreement/Association			
9.	X	List of Members			
10.	X	IRS Employer Identification Number (EIN)			
11.	X	Alabama Dept of Revenue State Sales License			
12.	X	Sketch (On-premise consumption & packages store only)			
13.	N/A	City of Mobile Ordinance			
14.	N/A	Restaurant Menu			
15.	N/A	Restaurant Memorandum of Understanding			
16.	X	Rules & Regulations/Title 28			
17.	N/A	Copy of Tobacco Regulation			
18.	X	Filing/Transfer Fee Acknowledgement	12/13/2022		
19.	X	Instructions to License			
20.	X	Person in Charge Sign			
21.	N/A	Club Liquor Class I and II License Only			
	n/a	Corporation/LLC/LLP			
	n/a	Bylaws			
	n/a	Membership List			
	n/a	Compliance Checklist			
22.	n/a	Power of Attorney			
		Identification/Photograph			
23.	X	Identification (DL, State / Military ID or US Passport-color copy)			
	X	Officer/Member 1			
	X	Officer/Member 2			
24.	X	Proof of Citizenship (Perm Res Card, Naturalization Cert, US Passport-color copy, Birth Certificate)			
	x	Officer/Member 1			
	X	Officer/Member 2			
25.	X	Background check			
	X	Officer/Member 1			XXXXXXXXXX
	X	Officer/Member 2			
26.		Co Health Dept. Permit/Inspection (On-premise lic			
27.	N/A	City Business License (Required for tobacco only			
28.		Insurance			
29.	N/A	Current Owner Insurance			
30.		*License Fee	**$600.00**		
31.		City/County Approval			

Application expires on May 11, 2023

sandy.durham@abc.alabama.gov

Before Janaury 18, 2023 Contact

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

* *Make personal or business checks payable to: Alabama ABC Board.*

Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

x *Save Program* _____ *Photograph Location*

INFORMATION SHEET

Contact Person: Hayden Constantine **Phone #:** (251) 259-0994

Business Name: Bo Hayden's

Corporation Name: Bo Hayden's LLC

Business Address: 662 Saint Louis Street

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date 07/22/2022
(Incorporation or Authority)

Is business equipped with table & chairs? ✓ **Building seating capacity:** 70+

Does the premises have a fully equipped and operational kitchen? No

Is the place of business habitually used to serve food to the public? No

If not kitchen equipped, is any type of food served? Yes **If yes explain:** Cups of Ice + bar snacks served at tables

Square Feet of building 3063 sq. Ft.

For a SPECIAL EVENT, list dates: from N **to** N.
Type of Event N.

IF OPERATING AS A PRIVATE CLUB:

⇒ **Does club charge & collect dues from elected members?** N
⇒ **How many paid-up members are there in the Club?** N
⇒ **Are regular meetings held?** N **If so, when?** N
⇒ **Is business conducted through officers regularly elected?** N
⇒ **Are members admitted by written application, investigation & ballot?** N
⇒ **For what purpose is the Club organized & operated. Social** N **; Patriotic** N **;**
Political N **; Athletic** N.
⇒ **Does the property used, as well as the advantages, belong to all the members?** N
⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** N
⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?**
N.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Bo Hayden's LLC

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (X) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Hayden, Edward, Constantine

Social Security # _____ Race: White Sex: (X)M ( )F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 01 / 04 / 1999

Place of Birth Mobile (*County*) Alabama (*State*) U.S.A (*Nation*)

Present Address: _____ (*Street Address (Apt#)*) _____ (*City*) _____ (*State*) _____ (*Zip Code*)

Length of Time at Address: 6 months Home# [redacted] Cell# (251) 259-0994

****

Full Name (*First, Middle, Last*) Charles, Poincot, Montano

Social Security # _____ Race: White Sex: (X)M ( )F

Driver License# _____ State LA

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 04 / 09 / 1999

Place of Birth Covington (*County*) Louisiana (*State*) U.S.A (*Nation*)

Present Address: _____ (*Street Address (Apt#)*) _____ (*City*) _____ (*State*) _____ (*Zip Code*)

Length of Time at Address: [redacted] Home# [redacted] Cell# (985) 237-8509

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Hayden Constantine	01/12/2023	- None		
Charles Monteiro	01/12/2023	- None		

I certify that the above information is correct and true.

Signature & Title

Date: 01/12/2023

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Shoppes at St Louis St. Land, LLC
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address:

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   BoHayden's LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Charles Monteiro

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   662 Saint Louis Street Mobile, AL 36602-1823

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-031-686 DLL

Date	07/27/2022
Time	09:15:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 7 / 27 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 9 : 15 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

7 / 27 / 2022
Date (MM/DD/YYYY)

Charles Monteiro
Signature as required by 10A-5A-2.04

Organizer
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Charles Monteiro	662 Saint Louis Street Mobile, AL 36602-1823	662 Saint Louis Street Mobile, AL 36602-1823

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BoHayden's LLC

This name reservation is for the exclusive use of Charles Monteiro, 662 Saint Louis Street, Mobile, AL 36602-1823 for a period of one year beginning July 27, 2022 and expiring July 27, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

July 27, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES036534

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-27-2022

Employer Identification Number:
88-3433531

Form: SS-4

Number of this notice: CP 575 B

BOHAYDENS LLC
CHARLES MONTEIRO MBR
662 SAINT LOUIS ST
MOBILE, AL 36602

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3433531. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065	03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BOHAYDEN'S LLC
DBA BOHAYDENS LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011562375	01/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722410

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

662 SAINT LOUIS ST MOBILE AL 36602-1823

A 123551
251 259 0994

STATE OF ALABAMA

CONTROL NO
6819837

MOBILE COUNTY

LICENSE NO
2306832

ACCOUNT NO
934707

ISSUED TO
BOHAYDENS LLC
662 ST LOUIS ST
MOBILE, AL 36602

LICENSE YEAR
2022-2023

DATE ISSUED

MO.	DAY	YR
10	27	2022

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION
662 ST LOUIS ST
MOBILE, AL 36602

EXPIRES
September 30, 2023
RENEW IN OCTOBER

RL:123456
U206 - #6819837 - T1 - P3885818 - M4

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
176P	VENDING MACHINES (2 >1C/stamp range: 40185-40186)	16.00	4.50	0.00	0.00	0.00	20.50
0152	ROADHOUSES, NIGHTCLUBS, ETC (VERIFIED)	37.50	2.25	0.00	0.00	0.00	39.75

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.

Hayden Constantine
Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

NICK MATRANGA
Issuing Authority

	TOTAL	60.25
	MAIL FEE	0.00
	TOTAL WITH MAIL FEE	60.25

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Bar / Lounge area

(Type of business)

Haydena Constantine, B. Hayden's LLC

(Name of applicant whether individual, corporation, etc.)

662 Saint Louis Street

(Location address for application)

Mobile	AL	36602
City	State	Zip

3063 sq. ft.

(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

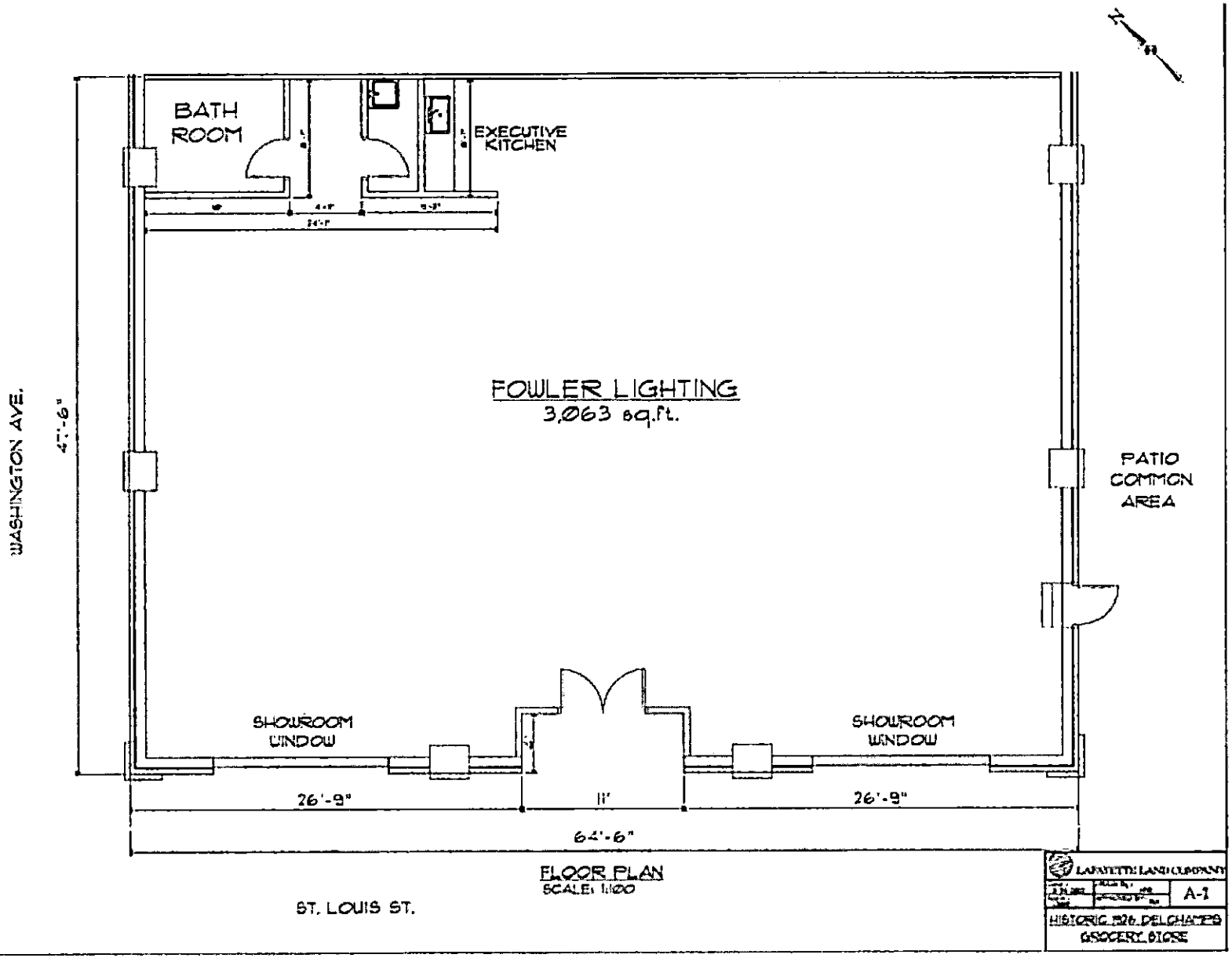
Zoning SD-WH Parking Provided N/A

Parking Required N/A Compliance: X* Yes ____ No

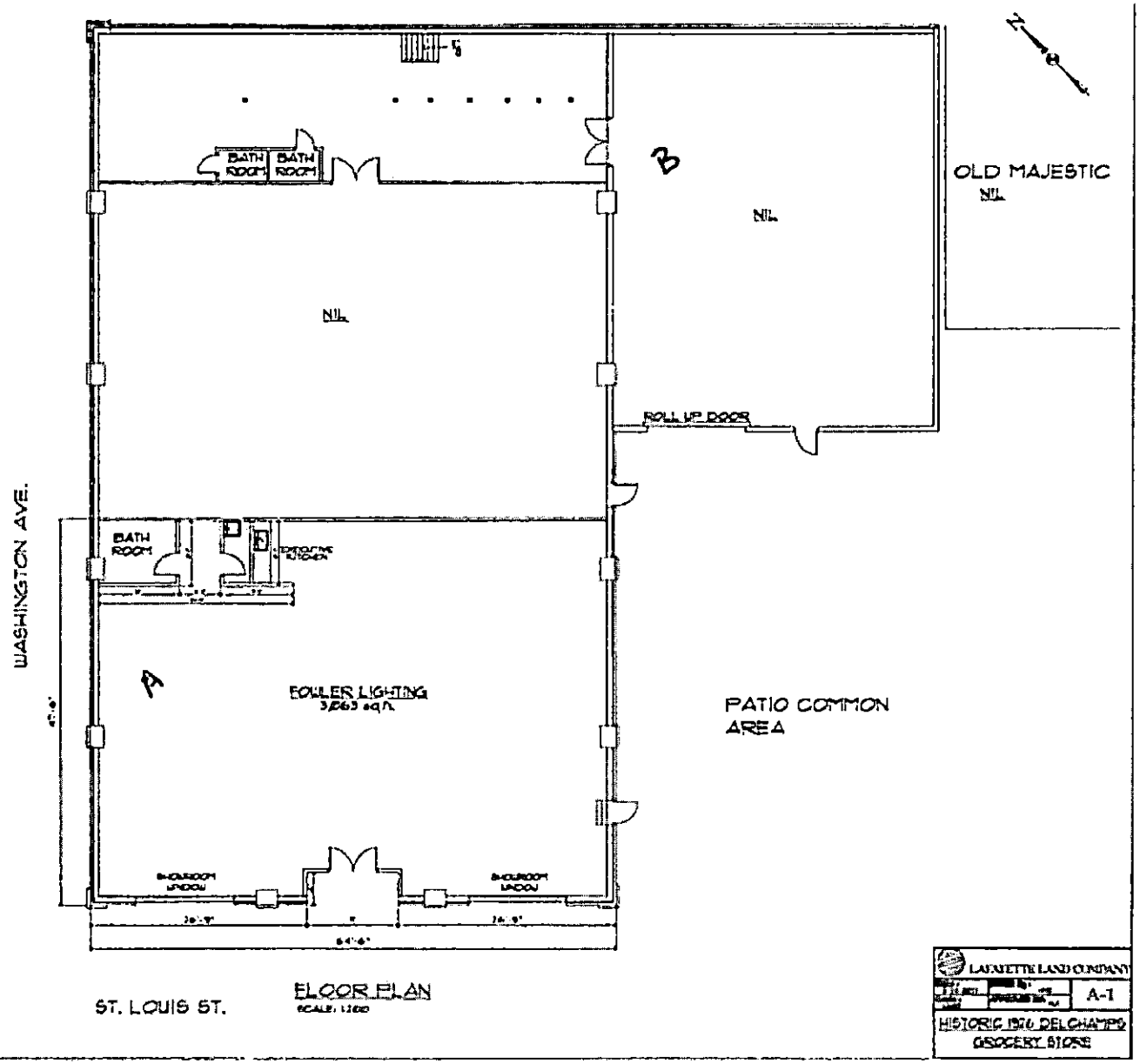
R. Logan Anderson 01/24/2023

(Signed by Urban Development Dept) Date

*The site is within the Downtown Development District which exempts SD-WH from parking requirements.



CREXI
MOBILE


BATH ROOM
BATH ROOM
B
NIL
OLD MAJESTIC
NIL
NIL
ROLL UP DOOR
WASHINGTON AVE.
BATH ROOM
A
BOULER LIGHTING
3,063 sq ft
PATIO COMMON AREA
ST. LOUIS ST.
FLOOR PLAN
LAFAYETTE LAND COMPANY
A-1
HISTORIC 1976 DELCHAMPS
GROCERY STORE

CRE MOBILE

Old Majestic
Brewing
Company
The Cheese
Cottage

Additional 2,000 SF Pictured Above
with Potential for Rooftop Addition

CRE
MOBILE

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of

MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

Parcel Number : 2906400003261.000

Parcel A: That certain lot of land bounded by a line described as follows, To-Wit: Beg at the NE COR of the INT of St. Louis Street and Washington Ave. (Formerly known as Wilkinson Street) and running TH NLY ALG the E/L of Washington AVE. a distance of 108.06 ft. to the S/L of the property now or formerly belonging to the heirs or devisees of Susan V. Carter, running TH ELY ALG the S/L of said Carter property a distance of 65 ft. to a PT on the W/L of property now or formerly belonging to the Aestate of J

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to BoHayden's LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 12th day of January, 20 23.

Zahra Hamade Urbanek — Notary Public

Shoppes at St. Louis, LLC — Property Owner — Managing Member — 1-17-23 — Date

May 23, 2026 — My Commission Expires

Licensee — 01/12/2023 — Date

ZAHRA HAMADE URBANEK
Notary Public
Alabama State at Large
My Commission Exp. May 23, 2026

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made on this the 20th day of December, 2022, by and between Shoppes at St. Louis St. Land, LLC, an Alabama limited liability company, ("Landlord"), and BoHayden's LLC, an Alabama limited liability company ("Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

SECTION 1.01: Demised Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, approximately 3,063 s.f. (the "Demised Premises" as illustrated on the crosshatched area on Exhibit "A" attached hereto), which is part of the greater premises commonly known as Shoppes at St. Louis, located at 6628 St. Louis Street, Mobile, Alabama 36602 (herein called the "Property" or the "Shopping Center").

SECTION 1.02: Use of Additional Areas.

The use and occupation by Tenant of the Demised Premises shall include the use in common with others entitled thereto, as may be determined by the Landlord, of the common areas, and other facilities as may be designated from time to time by the Landlord; subject, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord. The initial rules and regulations are attached hereto as Exhibit E. In the event of a conflict between the terms of the Lease and the rules and regulations, this Lease shall control.

SECTION 1.03: Term and Commencement.

The initial term of this Lease shall be for a period of ten (10) years (the "Term"). The Term shall commence on March 31st, 2023 (the "Commencement Date") and terminate at 11:59 pm on March 30th, 2033.

SECTION 1.04: Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the Demised Premises is ready for occupancy as herein defined, and Tenant fails to take possession and open the Demised Premises for business fully fixtured, stocked and staffed, within ninety (90) days following the Commencement Date as defined in Section 1.03, then Landlord may, at its option, in addition to collecting said minimum rent, cancel and terminate this Lease by giving written notice to Tenant within thirty (30) days.

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

1-17-23
Date

Shoppes @ St. Louis St. Land, LLC
Owner of Property (Signature) Managing Member

Shoppes at St. Louis St Land, LLC
Print Name of Property Owner

Address

Mobile AL 36603
City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

01/12/2023
Date

Applicant's Signature

Hayden Constantine
Print Name of Applicant

662 Saint Louis Street
Address

Mobile AL 36602
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5551
Business Name	BOHAYDENS LLC
Company DBA	BOHAYDENS
Business Address	662 ST LOUIS STREET 36602
License Type	010 - LOUNGE RETAIL LIQUOR CLASS I
Post Date	01.23.2023
Agenda Meeting Date	02.07.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Jones

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	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 10:51 AM

R E S O L U T I O N

Sponsored by: Councilmember Jones

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	Brandon Wilfredo Martir
Location:	El Milagro 5955 Old Shell Road Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5526

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.30.2022

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *BRANDON WILFREDO MARTIR*

Trade Name: EL MILAGRO

Location: 5955 OLD SHELL ROAD MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:
LOCATION TRANSFER
AGENDA 02.07.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
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Comments:
LOCATION TRANSFER
AGENDA 02.07.2022

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Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 02.07.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5526

☐ NEW APPLICATION ☐ TRANSFER-OWNERSHIP ☑ TRANSFER-LOCATION

BRANDON WILFREDO MARTIR has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **020 - RESTAURANT RETAIL LIQUOR**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *BRANDON WILFREDO MARTIR*

TRADE NAME: EL MILAGRO

LOCATED AT: 5955 OLD SHELL ROAD MOBILE AL 36608

☐ YES	☐ NO	☑ N/A	Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A	Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑ N/A	Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: BRANDON W MARTIR PHONE#: 251.472.6192

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *LOCATION TRANSFER*
Application Date: 11.29.2022
Application No: 5526

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: ***N/A***

Name of Applicant(s) ***EL MILAGRO***

Ownership: ***SOLE PROPRIETOR***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
MARTIR. BRANDON WILFREDO	OWNER	05.17.1995 BROWNSVILLE TX	AD

Corporate information: N/A (Enter book & page or document info) Date: N/A (Incorporation or Authority) County: N/A

Trade Name ***EL MILAGRO***

Location 5955 OLD SHELL ROAD MOBILE AL 36608

Mailing Address 3204 COTTAGE HILL ROAD MOBILE 36608
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name EL MILAGRO Type 020 - RESTAURANT

Trade Name BRANDON WILFREDO MARTIR License No# 011424049

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

1

What is the applicant(s) primary business at this location? RESTAURANT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

YES ... EL MILAGRO 5951 OLD SHELL ROAD MOBILE (LOCATION CHANGE)

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***YES***

(If YES, explain in Law violation Section) **Signature of applicant**

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**

COUNTY OF MOBILE **TITLE** OWNER **DATE** 11.29.2022

The undersigned EL MILAGRO - BRANDON W MARTIR
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Signature of Affiant

Sworn to and subscribed before, me this 29th day of Novembee Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person BRANDON W MARTIR E-mail: BMARTIR@GMAIL.COM

Phone Number: Home: 251.472.6192 Cell: 251.472.6192 Bus: 251.472.6192

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 100 License premises includes patio area *YES*

Square Footage 2500

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
MARTIR, BRANDON WILFREDO	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: LABELLE LLC 251.604.4602

Address of Property Owner/Lessor: 5150 OLD SHELL ROAD MOBILE AL 36608

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BM

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

031065-0011 SHAWN S. 11/29/2022 09:35AM

BUSINESS LICENSE
EL MILAGRO
109517
2022 Item: 1429783
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal 50.00
Total 50.00

CASH 50.00

Change due 0.00

Paid by: EL MILAGRO

Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220923110740393

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** **County:**

Type License: **State:** **County:**

Trade Name: EL MILAGRO **Filing Fee:**

Applicant: BRANDON WILFREDO MARTIR **Transfer Fee:** $50.00

Location Address: 5955 OLD SHELL ROAD MOBILE, AL 36608

Mailing Address: 5955 OLD SHELL ROAD MOBILE, AL 36608

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** INDIVIDUAL

Book, Page, or Document info:

Do you sell Draft Beer?:

Date Incorporated: **State incorporated:** **County Incorporated:**

Date of Authority:

Federal Tax ID: 83-1944819 **Alabama State Sales Tax ID:** R008430680

Name:	Title:	Date and Place of Birth:	Residence Address:
BRANDON WILFREDO MARTIR	OWNER	05/17/1995 TEXAS	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BRANDON MARTIR
Business Phone: 251-472-6192
Fax:

Home Phone: 251-472-6192
Cell Phone: 251-472-6192
E-mail: BMARTIR@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: BRANDON WILFREDO MARTIR
Applicant: EL MILAGRO

Previous License Number(s)
License 1: 020-011424049
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220923110740393

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: LABELLE LLC 251-604-4602
What is lessors primary business? RESTAURANT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2500 Display Square Footage:
Building seating capacity: 100 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220923110740393

Signature page

Initial each

BM In reference to law violations, I attest to the truthfulness of the responses given within the application.

BM In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

BM In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XXX In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XXX In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

BM In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

BM In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

BM The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

BM I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Brandon W Mcatee

Signature of Applicant: [signature]

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

INFORMATION SHEET

Contact Person: Brandon W Martin Phone #: 251-472-6192

Business Name: EL Milagro

Corporation Name: _____

Business Address: 5955 old shell rd mobile AL 36608

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ County _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? Yes Building seating capacity: 84

Does the premises have a fully equipped and operational kitchen? Yes

Is the place of business habitually used to serve food to the public? Yes

If not kitchen equipped, is any type of food served? _____ If yes explain:
mexican food tacos

Square Feet of building 2,500 sf

For a SPECIAL EVENT, list dates: from _____ to _____.
Type of Event _____

IF OPERATING AS A PRIVATE CLUB:

⇒ Does club charge & collect dues from elected members? _____
⇒ How many paid-up members are there in the Club? _____
⇒ Are regular meetings held? _____ If so, when? _____
⇒ Is business conducted through officers regularly elected? _____
⇒ Are members admitted by written application, investigation & ballot? _____
⇒ For what purpose is the Club organized & operated. Social____; Patriotic____;
Political____; Athletic____.
⇒ Does the property used, as well as the advantages, belong to all the members? _____
⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ____
⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Brandon w martir El Milagro
Note: Your corporation or LLC's name will be the Applicant

(Check One) (✓) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in Information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Brandon Wilfredo martir

Social Security #: [redacted] Race: H Sex: (✓)M ( )F

Driver License#_____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 05 / 17 / 1995

Place of Birth Brownsville TX U.S.A
County *State* *Nation*

Present Address: [redacted] *Street Address (Apt#)* *City* *State* *Zip Code* 06

Length of Time at Address: 20 yrs Home#_____ Cell# 251-472-6992

****

Full Name (*First, Middle, Last*)_____

Social Security #_____ Race:_____ Sex: ( )M ( )F

Driver License#_____ State_____

Title (*i.e. Owner, President, Member*)_____

Date of Birth __/__/__

Place of Birth_____
County *State* *Nation*

Present Address:_____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell#_____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Brandon W Martin	NONE			

I certify that the above information is correct and true.

Signature & Title

Date: 9/12/22

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: mahin ghavamian
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 5150 old shell rd mobile AL 36608

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an restaurant

(Type of business)

Brandon W Martin

(Name of applicant whether individual, corporation, etc.)

5955 old shell rd mobile AL 36608

(Location address for application)

Mobile	AL	36608
City	State	Zip

~~2,500~~ SF 3,200 SF

(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

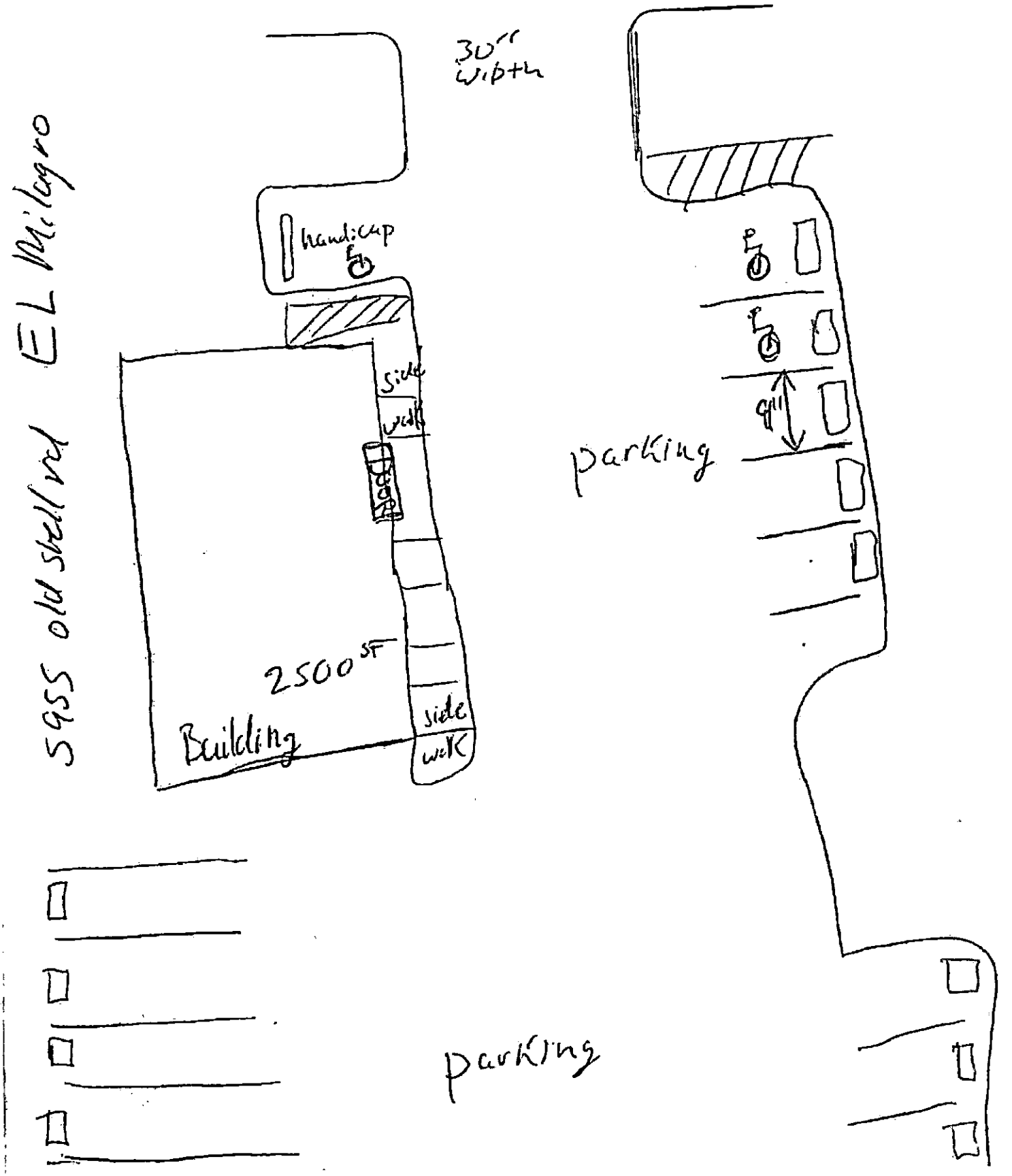
URBAN DEVELOPMENT DEPARTMENT

Zoning B-2 Parking Provided 58

Parking Required 32 Compliance: X Yes ____ No

A. Logan Anderson 09/16/2022

(Signed by Urban Development Dept) Date


old shell rd
30'' width
handicap
side walk
2500 SF
Building
side walk
parking
parking
5955 old shell rd
EL Milagro

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE.** and in the county of

MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to Brandon W Martin who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 22nd day of September 20 22.

Jennifer Simpson — Notary Public

MY COMMISSION EXPIRES DECEMBER 14, 2025

My Commission Expires

Mahin Ghadiali — Property Owner — Date

Licensee — Date

Property Details

Account

Key Number:	1500655
Legal Description:	LOT 1 LA BELLE S/D MBK 92/ 93 #SEC 21 T4S R2W #MP28 05 21 1 000
Parcel Number:	2805211000008XXX
Type:	Real
Property Class:	2

Location

Address:	5955 OLD SHELL RD MOBILE, AL

Owner

Name:	LA BELLE LLC AN ALABAMA
Mailing Address:	

031

Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$268,800
Land Value:	$105,100
Appraised Value:	$373,900
Taxable Value:	$373,900
Assessed Value:	$74,780

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

9-22-22
Date

Mahin Ghavamian
Owner of Property (Signature)

mahin Ghavamian
Print Name of Property Owner

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

9-22-22
Date

Applicant's Signature

Brandon W Martin
Print Name of Applicant

5955 old shell rd
Address

Mobile AL 36608
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5526
Business Name	BRANDON W MARTIR
Company DBA	EL MILAGRO
Business Address	5955 OLD SHELL ROAD 36608
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	11.29.2022
Agenda Meeting Date	12.13.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

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:

2/7/2023

Funding Source

Project # 1605 Robinson Street - ME-076-22 **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 - 1605 Robinson Street	Cover Memo	1/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/2/2023 - 10:59 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 **1605 ROBINSON 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, 6, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1605 ROBINSON STREET** described as:

LOT 7 BYRDS SUBDIV DBK 141 PG 353 S 21 FT OF LOT 6 OF BYRDS S ALL LAND #SEC 44 T7S R3W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 024

Last Assessed to: GET MAD LLC

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 31, 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, February 7, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1605 ROBINSON STREET.** OWNED BY OR MAY HAVE AN INTEREST: **GET MAD LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 033 024
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

1605 ROBINSON ST

Property Details

PARCEL KEYX	00706775	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	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-06	COMMENTS	

Property Score

SCORE	78	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-1-22

Notice 500 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 11/08/2022

Property Address: 1605 Robinson 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.

2023/01/24

2023/01/24

2023/01/24

2023/01/24

2023/01/24

1605
2023/01/24

2023/01/24

2023/01/24

2023/01/24

Affidavit of Mailed Notice

January 30, 2023

State of Alabama
County of Mobile

Subject Property – 1605 Robinson 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

MOBILE
ALABAMA

Get Mad LLC
105 Buena Vista Circle North
Daphne, AL 36526-7937

December 13, 2022

RE: **1605 Robinson Street**
Project Number: ME-076-22

Dear Get Mad LLC:

On November 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1605 Robinson Street.

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

LOT 7 BYRDS SUBDIV DBK 141 PG 353 S 21 FT OF LOT 6 OF BYRDS S ALL LAND #SEC 44 T7S R3W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 024

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 **January 27, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 27, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 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 **January 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 February 7, 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: 1605 Robinson Street Date: September 12, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 11, 2022

Per the Title Report, the owner is: Get Mad, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Get Mad LLC 105 Buena Vista Cir N Daphne AL 36526-7937	Owner
2	Get Mad LLC 1605 Robinson St Mobile AL 36617	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens: City of Mobile vs Ge Mad LLC recorded 8/11/2022 instrument number 2022052924

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:

N/A

Effective Date of Contract:

2/7/2023

Funding Source

Project # 2554 Halls Mill Road - ME-111-22 **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 - 2554 Halls Mill Road	Cover Memo	1/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/2/2023 - 11:05 AM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

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 **2554 HALLS MILL ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2554 HALLS MILL ROAD** described as:

BEG ON NW R/W HALLS MILL RD 398 FT(S) SLY FROM INTERSEC SD RD & S/L POLLARD LANE TH RUN NW 130 FT(S) TH SW 43 FT(S) SE 135 FT(S) TH NE 50 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel Number: 29 09 51 0 007 243.01

Last Assessed to: COOLEY WILBERT

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

January 31, 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, February 7, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2554 HALLS MILL ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **COOLEY WILBERT** 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 09 51 0 007 243.01
COUNCIL DISTRICT 3 – C. J. SMALL
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

2554 HALLS MILL RD

Property Details

PARCEL KEYX	00895268	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

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	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE ~~48~~ 58

SCORE DISCRIPTION Review Committee

Notes

Two Parcel

REVIEW COMMITTEE

SECURE ☒ Adjacent Property

DEMOLITION ☒

APPROVAL DATE 8-15-22

Voted 5 to 0 for Demolition

* (2556 Halls Mill Road) Demo/Secure Adjacent Property

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 11/08/2022

Property Address: 2554 Halls Mill Road **District No:** 3

☐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.

JAN 24 2023

JAN 24 2023

2023/01/24

2023/01/24

2023/01/24

NOTICE
2023/01/24

JAN 24 2023

JAN 24 2023

JAN 24 2023

JAN 24 2023

JAN 24 2023

Affidavit of Mailed Notice

January 30, 2023

State of Alabama
County of Mobile

Subject Property – 2554 Halls Mill Road.

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 **6** 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

Wilbert Cooley
1070 Zurich Street
Mobile, AL 36608-3648

December 13, 2022

RE: **2554 Halls Mill Road**
Project Number: ME-111-22

Dear Wilbert Cooley:

On November 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2554 Halls Mill Road.

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

BEG ON NW R/W HALLS MILL RD 398 FT(S) SLY FROM INTERSEC SD RD & S/L POLLARD LANE TH RUN NW 130 FT(S) TH SW 43 FT(S) SE 135 FT(S) TH NE 50 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel Number: 29 09 51 0 007 243.01

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **January 27, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 27, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 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 **January 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 February 7, 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: 2554 Halls Mill Rd Date: September 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 30, 2022

Per the Title Report, the owner is: Wilbert Cooley

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Wilbert Cooley 1070 Zurich St Mobile AL 36608-3648	Owner Phone number 251-367-8609 Phone number 251-447-1174
2	Wilbert Cooley 2554 Halls Mill Rd Mobile AL 36606	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

3	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	Tax Lien recorded 9/22/2020 instrument number 2020057529 Acct # IIT-R001638800 Lien # 14563334400
4	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	Tax lien recorded 2/16/2022 instrument number 2022012104 Acct # IIT-R001638800 Lien # 948506112

Open Mortgages

5	Wayne Ballard 604 Highland Woods Dr E Mobile AL 36608-3351	Vendors Lien – recorded 06/22/2017 bk 7511 pg1871 Phone number 251-340-0332
6	Wayne Ballard PO Box 851301 Mobile AL 36685-1301	Alternate address

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/7/2023

Funding Source

Project # 2556 Halls Mill Road - ME-203-22 **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 - 2556 Halls Mill Road	Cover Memo	1/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/2/2023 - 11:06 AM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

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 **2556 HALLS MILL ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2556 HALLS MILL ROAD** described as:

COMG AT TH INTER OF THE N/L OF HALL MILL RD & TH S/L OF POLLARD LN TH RUN SW-LY ALG N/L OF HALLS MILL RD 448 FT(S) TO POB TH RUN NW-LY 139 FT(S) TH SWLY 95.2 FT TH SELY 180.47 FT TH NE-LY 115 FT(S) TO POB #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel Number: 29 09 51 0 007 243

Last Assessed to: COOLEY WILBERT

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

January 31, 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, February 7, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2556 HALLS MILL ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **COOLEY WILBERT** 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 09 51 0 007 243
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Fridav. Mav 13. 2022

Property Address

2554 HALLS MILL RD f ka2556

Property Details

PARCEL KEYX	00895268	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

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	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE ~~48~~ 58 SCORE DISCRIPTION Review Committee

Notes

Two Parcel

REVIEW COMMITTEE

SECURE ☒ Adjacent Property

DEMOLITION ☒

APPROVAL DATE 8-15-22

Voted 5 to 0 for Demolition

* (2556 Halls Mill Road' Demo/secure Adjacent Property

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 11/08/2022

Property Address: 2556 Halls Mill Road **District No:** 3

☐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.

JAN 24 2023

JAN 24 2023

JAN 24 2023

JAN 24 2023

2023/01/24

NOTICE
2023/01/24

2023/01/24

2023/01/24

Affidavit of Mailed Notice

January 30, 2023

State of Alabama
County of Mobile

Subject Property – 2556 Halls Mill Road.

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 **6** 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

MOBILE
ALABAMA

Wilbert Cooley
1070 Zurich Street
Mobile, AL 36608-3648

December 13, 2022

RE: **2556 Halls Mill Road**
Project Number: ME-111-22

Dear Wilbert Cooley:

On November 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2556 Halls Mill Road.

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

COMG AT TH INTER OF THE N/L OF HALL MILL RD & TH S/L OF POLLARD LN TH RUN SW-LY ALG N/L OF HALLS MILL RD 448 FT(S) TO POB TH RUN NW-LY 139 FT(S) TH SWLY 95.2 FT TH SELY 180.47 FT TH NE-LY 115 FT(S) TO POB #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel Number: 29 09 51 0 007 243

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 **January 27, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 27, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 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 **January 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 February 7, 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: 2556 Halls Mill Rd Date: September 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 30, 2022

Per the Title Report, the owner is: Wilbert Cooley

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Wilbert Cooley 1070 Zurich St Mobile AL 36608-3648	Owner Phone number 251-367-8609 Phone number 251-447-1174
2	Wilbert Cooley 2556 Halls Mill Rd Mobile AL 36606	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

3	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	Tax Lien recorded 9/22/2020 instrument number 2020057529 Acct # IIT-R001638800 Lien # 14563334400
4	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	Tax lien recorded 2/16/2022 instrument number 2022012104 Acct # IIT-R001638800 Lien # 948506112

Open Mortgages

5	Wayne Ballard 604 Highland Woods Dr E Mobile AL 36608-3351	Vendors Lien – recorded 06/22/2017 bk 7511 pg1871 Phone number 2251-340-0332
6	Wayne Ballard PO Box 851301 Mobile AL 36685-1301	Alternate address

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/7/2023

Funding Source

Project # 503 Malven Drive - ME-098-22 **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 - 503 Malvern Drive	Cover Memo	1/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/2/2023 - 11:08 AM

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

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 **503 MALVERN DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 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 **503 MALVERN DRIVE** described as:

LOT 30 MONTCLIFF SUB UNIT 3 MBK 14 P 81 #SEC 36 T4S R2W #MP28 07 36 2 000

Parcel Number: 28 07 36 2 000 061

Last Assessed to: NGUYEN QUAN CONG

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

January 31, 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, February 7, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **503 MALVERN DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **NGUYEN QUAN CONG** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 07 36 2 000 061
COUNCIL DISTRICT 5 – JOEL DAVES
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

503 MALVERN DR

Property Details

PARCEL KEYX	00570279	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	5
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	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-20	COMMENTS	Front exterior walls cracks in the bricks causing roof to slant. Broken glass

Property Score

SCORE	56	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 8-1-22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 11/08/2022

Property Address: 503 Malvern Drive **District No:** 5

☐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.

2023/01/24

NOTICE
2023/01/24

2023/01/24

2023/01/24

2023/01/24

2023/01/24

2023/01/24

Affidavit of Mailed Notice

January 30, 2023

State of Alabama
County of Mobile

Subject Property – 503 Malvern Drive.

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

MOBILE
ALABAMA

Quan Cong Nguyen
25044 Jernigan Street
Daphne, AL 36526-8270

December 13, 2022

RE: **503 Malvern Drive**
Project Number: ME-098-22

Dear Quan Cong Nguyen:

On November 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 503 Malvern Drive.

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

LOT 30 MONTCLIFF SUB UNIT 3 MBK 14 P 81 #SEC 36 T4S R2W #MP28 07 36 2 000

Parcel Number: 28 07 36 2 000 061

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 **January 27, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 27, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 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 **January 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 February 7, 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: **503 Malvern Drive** Date: September 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 27, 2022

Per the Title Report, the owner is: Quan Cong Nguyen

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Quan Cong Nguyen 25044 Jernigan St Daphne AL 36526-8270	Owner Phone number 251-786-3271
2	Quan Cong Nguyen 503 Malvern Dr Mobile AL 36609	Subject Property

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 11:38 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 11:35 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2004 A, B, C, & D Woodlawn Drive, N., 2006 A & B Woodlawn Drive, N., 2008 A & B Woodlawn Drive, N., 2010 A & B Woodlawn Drive, N., 2012 A, B, C, & D Woodlawn Drive, N., 2014 A & B Woodlawn Drive, N., 2050 A & B Woodlawn Drive, N., 2052 A & B Woodlawn Drive, N., 2054 Wood A & B Woodlawn, Drive, N., 2056 A & B Woodlawn Drive, N., 2060 A & B Woodlawn Drive, N., 2062 A & B Woodlawn Drive, N., 2064 A & B Woodlawn Drive, N., and Laundry Building**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at **2004 A, B, C, & D Woodlawn Drive, N., 2006 A & B Woodlawn Drive, N., 2008 A & B Woodlawn Drive, N., 2010 A & B Woodlawn Drive, N., 2012 A, B, C, & D Woodlawn Drive, N., 2014 A & B Woodlawn Drive, N., 2050 A & B Woodlawn Drive, N., 2052 A & B Woodlawn Drive, N., 2054 Wood A & B Woodlawn Drive, N., 2056 A & B Woodlawn Drive, N., 2060 A & B Woodlawn Drive, N., 2062 A & B Woodlawn Drive, N., 2064 A & B Woodlawn Drive, N., and Laundry Building** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure **2004 A, B, C, & D Woodlawn Drive, N., 2006 A & B Woodlawn Drive, N., 2008 A & B Woodlawn Drive, N., 2010 A & B Woodlawn Drive, N., 2012 A, B, C, & D Woodlawn Drive, N., 2014 A & B Woodlawn Drive, N., 2050 A & B Woodlawn Drive, N., 2052, A & B Woodlawn Drive, N., 2054 Wood A & B Woodlawn Drive, N., 2056 A & B Woodlawn Drive, N., 2060 A & B Woodlawn Drive, N., 2062 A & B Woodlawn Drive, N., 2064 A & B Woodlawn Drive, N., and Laundry Building** to be **$159,236.60** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$159,236.60** shall constitute a special assessment against the property at **2004 A, B, C, & D Woodlawn Drive, N., 2006 A & B Woodlawn Drive, N, 2008 A & B Woodlawn Drive, N., 2010 A & B Woodlawn Drive, N., 2012 A, B, C, & D Woodlawn Drive, N., 2014 A & B Woodlawn Drive, N., 2050 A & B Woodlawn Drive, N., 2052 A & B Woodlawn Drive, N., 2054 Wood A & B Woodlawn Drive, N., 2056 A & B Woodlawn Drive, N., 2060 A & B Woodlawn Drive, N., 2062 A & B Woodlawn Drive, N., 2064 A & B Woodlawn Drive, N. and Laundry Building** and being that property more particularly described as follows:

LOT 1 DAUPHIN CREEK ESTATES MBK136 PAGE 81

Parcel No.: **29 02 44 0 008 424**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

DC DEVELOPMENTS, AN ALABAMA LLC
PO BOX 21505
WACO TX 76702-1505

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on February 7, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **2004 A, B, C, & D Woodlawn Drive N, 2006 A & B Wood Lawn Drive N, 2008 A & B Woodlawn Drive N, 2010 A & B Woodlawn Drive N, 2012 A, B, C, & D Woodlawn Drive N, 2014 A & B Woodlawn Drive N, 2050 A & B Wood Drive N, 2052 A & B Woodlawn Drive N, 2054 A & B Woodlawn Drive N 2056 A & B Woodlawn Drive N 2060 A & B Woodlawn Drive N 2062 A & B Woodlawn Drive N 2064 A & B Woodlawn Drive N And Laundry Building**, for the proposed amount of **$159,236.60**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

City Clerk

2004 A, B, C, & D WOODLAWN DRIVE N
2006 A & B WOOD LAWN DRIVE N
2008 A & B WOODLAWN DRIVE N
2010 A & B WOODLAWN DRIVE N
2012 A, B, C, & D WOODLAWN DRIVE N
2014 A & B WOODLAWN DRIVE N
2050 A & B WOOD DRIVE N
2052 A & B WOODLAWN DRIVE N
2054 A & B WOODLAWN DRIVE N
2056 A & B WOODLAWN DRIVE N
2060 A & B WOODLAWN DRIVE N
2062 A & B WOODLAWN DRIVE N
2064 A & B WOODLAWN DRIVE N
LAUNDRY BUILDING

Legal Description: Lot 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 02 44 0 008 424**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

DC DEVELOPMENTS, AN ALABAMA LLC
PO BOX 21505
WACO TX 76702-1505

2051 A & B WOODLAWN DRIVE N
2055 A & B WOODLAWN DRIVE N
2059 A & B WOODLAWN DRIVE N
2063 A & B WOODLAWN DRIVE N
1050 A & B WOODLAWN DRIVE 3
1052 A & B WOODLAWN DRIVE E
1056 A & B WOODLAWN DRIVE E
1058 A & B WOODLAWN DRIVE E
2050 A & B WOODLAWN DRIVE S
2052 A & B WOODLAWN DRIVE S
2054 A & B WOODLAWN DRIVE S
2056 A & B WOODLAWN DRIVE S
2058 A & B WOODLAWN DRIVE S
2060 A & B WOODLAWN DRIVE S/MAINTENANCE BUILDING

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.001**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

2100 A & B WOODLAWN DRIVE S
2102 A & B WOODLAWN DRIVE S
2104 A & B WOODLAWN DRIVE S
2106 A & B WOODLAWN DRIVE S
2108 A & B WOODLAWN DRIVE S

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.xxx**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

1060 A, B, C, & D DAUPHIN ISLAND PARKWAY
2055 A & B WOODLAWN DRIVE N
1051 A & B WOODLAWN DRIVE E
1053 A & B WOODLAWN DRIVE E
1057 A & B WOODLAWN DRIVE E
1059 A & B WOODLAWN DRIVE E
2051 A & B WOODLAWN DRIVE S
2053 A & B WOODLAWN DRIVE S
2055 A & B WOODLAWN DRIVE S
2059 A & B WOODLAWN DRIVE S

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.001**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

2101 A & B WOODLAWN DRIVE S
2013 A & B WOODLAWN DRIVE S

Legal Description: LOT 3 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 062.002**

Owner: **DC DEVELOPMENTS C/O JTS CAPITAL REALTY**
PO BOX 21505
WACO TX 76720-1505

December 08, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURES

PROJECT NUMBER:	LOCATION:
ME-035-20 - ME-045-20	**2004 A, B, C, & D Woodlawn Drive N**
	2006 A & B Woodlawn Drive N
	2008 A & B Woodlawn Drive N
	2010 A & B Woodlawn Drive N
	2012 A, B, C, & D Woodlawn Drive N
	2014 A & B Woodlawn Drive N
	2050 A & B Woodlawn Drive N
	2052 A & B Woodlawn Drive N
	2054 A & B Woodlawn Drive N
	2056 A & B Woodlawn Drive N
	2060 A & B Woodlawn Drive N
	2062 A & B Woodlawn Drive N
	2064 A & B Woodlawn Drive N
	Laundry Building

Dear Ms. Lambert:

The nuisance abatement structures located at the above-referenced addresses have been **demolished** and the property owners should be assessed as indicated:

Legal Description: LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel Number: **29 11 32 1 000 062.XXX**
Amount: ~~**$159,036.60**~~ $159,236.60
Assessed: DAUPHIN CREEK ESTATES LLC
PO BOX 91866
MOBILE AL 36691-1866

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 1:34 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1060 A, B, C, & D Dauphin Island Parkway, 2055 A & B Woodlawn Drive, N., 1051 A & B Woodlawn Drive, E., 1053 A & B Woodlawn Drive, E., 1057 A & B Woodlawn Drive, E., 1059 A & B Woodlawn drive, E., 2051 A & B Woodlawn Drive, S., 2053 A & B Woodlawn Drive, S., 2055 A & B Woodlawn Drive S., 2059 A & B Woodlawn Drive, S.**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1060 A, B, C, & D Dauphin Island Parkway, 2055 A & B Woodlawn Drive, N., 1051 A & B Woodlawn Drive, E., 1053 A & B Woodlawn Drive, E., 1057 A & B Woodlawn Drive, E., 1059 A & B Woodlawn drive, E., 2051 A & B Woodlawn Drive, S., 2053 A & B Woodlawn Drive, S., 2055 A & B Woodlawn Drive S., 2059 A & B Woodlawn Drive, S.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1060 A, B, C, & D Dauphin Island Parkway, 2055 A & B Woodlawn Drive, N., 1051 A & B Woodlawn Drive, E., 1053 A & B Woodlawn Drive, E., 1057 A & B Woodlawn Drive, E., 1059 A & B Woodlawn drive, E., 2051 A & B Woodlawn Drive, S., 2053 A & B Woodlawn Drive, S., 2055 A & B Woodlawn Drive S., 2059 A & B Woodlawn Drive, S.** to be **$113,064.62** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$113,064.62** shall constitute a special assessment against the property at structure **1060 A, B, C, & D Dauphin Island Parkway, 2055 A & B Woodlawn Drive, N., 1051 A & B Woodlawn Drive, E., 1053 A & B Woodlawn Drive, E., 1057 A & B Woodlawn Drive, E., 1059 A & B Woodlawn drive, E., 2051 A & B Woodlawn Drive, S., 2053 A & B Woodlawn Drive, S., 2055 A & B Woodlawn Drive S., 2059 A & B Woodlawn Drive, S.** and being that property more particularly described as follows:

LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel No.: **29 11 32 1 000 063.001**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on February 7, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **1060 A, B, C, & D Dauphin Island Parkway, 2055 A & B Woodlawn Drive N, 1051 A & B Woodlawn Drive E, 1053 A & B Woodlawn Drive E, 1057 A & B Woodlawn Drive E, 1059 A & B Woodlawn Drive E, 2051 A & B Woodlawn Drive S, 2053 A & B Woodlawn Drive S, 2055 A & B Woodlawn Drive S, 2059 A & B Woodlawn Drive S**, for the proposed amount of **$113,064.62.**

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

2004 A, B, C, & D WOODLAWN DRIVE N
2006 A & B WOOD LAWN DRIVE N
2008 A & B WOODLAWN DRIVE N
2010 A & B WOODLAWN DRIVE N
2012 A, B, C, & D WOODLAWN DRIVE N
2014 A & B WOODLAWN DRIVE N
2050 A & B WOOD DRIVE N
2052 A & B WOODLAWN DRIVE N
2054 A & B WOODLAWN DRIVE N
2056 A & B WOODLAWN DRIVE N
2060 A & B WOODLAWN DRIVE N
2062 A & B WOODLAWN DRIVE N
2064 A & B WOODLAWN DRIVE N
LAUNDRY BUILDING

Legal Description: Lot 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 02 44 0 008 424**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

DC DEVELOPMENTS, AN ALABAMA LLC
PO BOX 21505
WACO TX 76702-1505

2051 A & B WOODLAWN DRIVE N
2055 A & B WOODLAWN DRIVE N
2059 A & B WOODLAWN DRIVE N
2063 A & B WOODLAWN DRIVE N
1050 A & B WOODLAWN DRIVE 3
1052 A & B WOODLAWN DRIVE E
1056 A & B WOODLAWN DRIVE E
1058 A & B WOODLAWN DRIVE E
2050 A & B WOODLAWN DRIVE S
2052 A & B WOODLAWN DRIVE S
2054 A & B WOODLAWN DRIVE S
2056 A & B WOODLAWN DRIVE S
2058 A & B WOODLAWN DRIVE S
2060 A & B WOODLAWN DRIVE S/MAINTENANCE BUILDING

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.001**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

2100 A & B WOODLAWN DRIVE S
2102 A & B WOODLAWN DRIVE S
2104 A & B WOODLAWN DRIVE S
2106 A & B WOODLAWN DRIVE S
2108 A & B WOODLAWN DRIVE S

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.xxx**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

1060 A, B, C, & D DAUPHIN ISLAND PARKWAY
2055 A & B WOODLAWN DRIVE N
1051 A & B WOODLAWN DRIVE E
1053 A & B WOODLAWN DRIVE E
1057 A & B WOODLAWN DRIVE E
1059 A & B WOODLAWN DRIVE E
2051 A & B WOODLAWN DRIVE S
2053 A & B WOODLAWN DRIVE S
2055 A & B WOODLAWN DRIVE S
2059 A & B WOODLAWN DRIVE S

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.001**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

2101 A & B WOODLAWN DRIVE S
2013 A & B WOODLAWN DRIVE S

Legal Description: LOT 3 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 062.002**

Owner: **DC DEVELOPMENTS C/O JTS CAPITAL REALTY**
PO BOX 21505
WACO TX 76720-1505

December 08, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURES

PROJECT NUMBER:	LOCATION:
ME-035-20 - ME-045-20	**1060 A, B, C, & D Dauphin Island Parkway**
	2055 A & B Woodlawn Drive N
	1051 A & B Woodlawn Drive E
	1053 A & B Woodlawn Drive E
	1057 A & B Woodlawn Drive E
	1059 A & B Woodlawn Drive E
	2051 A & B Woodlawn Drive S
	2053 A & B Woodlawn Drive S
	2055 A & B Woodlawn Drive S
	2059 A & B Woodlawn Drive S

Dear Ms. Lambert:

The nuisance abatement structures located at the above-referenced addresses have been **demolished** and the property owners should be assessed as indicated:

Legal Description: LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel Number: **29 11 32 1 000 091.XXX**
Amount: ~~**$ 112,864.62**~~ $113,064.62
Assessed: DC DEVELOPMENTS C/O JTS CAPITAL REALTY
PO BOX 21505
WACO TX 76720-1505

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 1:38 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2101 A & B Wodlawn Drive, S., and 2013 A & B Woodlawn Drive, S.**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2101 A & B Wodlawn Drive, S., and 2013 A & B Woodlawn Drive, S.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2101 A & B Wodlawn Drive, S., and 2013 A & B Woodlawn Drive, S.** to be **$20,720.84** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$20,720.84** shall constitute a special assessment against the property at structure **2101 A & B Wodlawn Drive, S., and 2013 A & B Woodlawn Drive, S.** and being that property more particularly described as follows:

LOT 3 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel No.: **29 11 32 1 000 062.002**

Owner: **DC DEVELOPMENTS C/O JTS CAPITAL REALTY**
P. BOX 21505
WACO TX 76720-1505

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on February 7, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **2101 A & B Woodlawn Drive S, 2013 A & B Woodlawn Drive S**, for the proposed amount of **$20,720.84**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

2004 A, B, C, & D WOODLAWN DRIVE N
2006 A & B WOOD LAWN DRIVE N
2008 A & B WOODLAWN DRIVE N
2010 A & B WOODLAWN DRIVE N
2012 A, B, C, & D WOODLAWN DRIVE N
2014 A & B WOODLAWN DRIVE N
2050 A & B WOOD DRIVE N
2052 A & B WOODLAWN DRIVE N
2054 A & B WOODLAWN DRIVE N
2056 A & B WOODLAWN DRIVE N
2060 A & B WOODLAWN DRIVE N
2062 A & B WOODLAWN DRIVE N
2064 A & B WOODLAWN DRIVE N
LAUNDRY BUILDING

Legal Description: Lot 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 02 44 0 008 424**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

DC DEVELOPMENTS, AN ALABAMA LLC
PO BOX 21505
WACO TX 76702-1505

2051 A & B WOODLAWN DRIVE N
2055 A & B WOODLAWN DRIVE N
2059 A & B WOODLAWN DRIVE N
2063 A & B WOODLAWN DRIVE N
1050 A & B WOODLAWN DRIVE 3
1052 A & B WOODLAWN DRIVE E
1056 A & B WOODLAWN DRIVE E
1058 A & B WOODLAWN DRIVE E
2050 A & B WOODLAWN DRIVE S
2052 A & B WOODLAWN DRIVE S
2054 A & B WOODLAWN DRIVE S
2056 A & B WOODLAWN DRIVE S
2058 A & B WOODLAWN DRIVE S
2060 A & B WOODLAWN DRIVE S/MAINTENANCE BUILDING

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.001**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

2100 A & B WOODLAWN DRIVE S
2102 A & B WOODLAWN DRIVE S
2104 A & B WOODLAWN DRIVE S
2106 A & B WOODLAWN DRIVE S
2108 A & B WOODLAWN DRIVE S

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.xxx**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

1060 A, B, C, & D DAUPHIN ISLAND PARKWAY
2055 A & B WOODLAWN DRIVE N
1051 A & B WOODLAWN DRIVE E
1053 A & B WOODLAWN DRIVE E
1057 A & B WOODLAWN DRIVE E
1059 A & B WOODLAWN DRIVE E
2051 A & B WOODLAWN DRIVE S
2053 A & B WOODLAWN DRIVE S
2055 A & B WOODLAWN DRIVE S
2059 A & B WOODLAWN DRIVE S

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.001**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

2101 A & B WOODLAWN DRIVE S
2013 A & B WOODLAWN DRIVE S

Legal Description: LOT 3 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 062.002**

Owner: **DC DEVELOPMENTS C/O JTS CAPITAL REALTY**
PO BOX 21505
WACO TX 76720-1505

December 08, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURES

PROJECT NUMBER:	LOCATION:
ME-035-20 - ME-045-20	**2101 A & B Woodlawn Drive S**
	2103 A & B Woodlawn Drive S

Dear Ms. Lambert:

The nuisance abatement structures located at the above-referenced addresses have been **demolished** and the property owners should be assessed as indicated:

Legal Description: LOT 3 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel Number: **29 11 32 1 000 062.002**
Amount: ~~**$ 20,520.84**~~ $20,720.84
Assessed: DC DEVELOPMENTS C/O JTS CAPITAL REALTY
PO BOX 21505
WACO TX 76720-1505

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2023 - 1:44 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2100 A & B Woodlawn Drive, S., 2102 A & B Woodlawn Drive, S., 2104 A & B Woodlawn Drive, S., 2106 A & B Woodlawn Drive., S., and 2108 A & B Woodlawn Drive, S.**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2100 A & B Woodlawn Drive, S., 2102 A & B Woodlawn Drive, S., 2104 A & B Woodlawn Drive, S., 2106 A & B Woodlawn Drive., S., and 2108 A & B Woodlawn Drive, S.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2100 A & B Woodlawn Drive, S., 2102 A & B Woodlawn Drive, S., 2104 A & B Woodlawn Drive, S., 2106 A & B Woodlawn Drive., S., and 2108 A & B Woodlawn Drive, S.** to be **$51,502.10** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$51,502.10** shall constitute a special assessment against the property at structure **2100 A & B Woodlawn Drive, S., 2102 A & B Woodlawn Drive, S., 2104 A & B Woodlawn Drive, S., 2106 A & B Woodlawn Drive., S., and 2108 A & B Woodlawn Drive, S.** and being that property more particularly described as follows:

LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel No.: **29 11 32 1 000 06.XXX**

Owner: **DAUPHIN CREEK ESTATES**
PO BOX 91866
MOBILE AL 36691-1866

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on February 7, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **2100 A & B Woodlawn Drive S, 2102 A & B Woodlawn Drive S, 2104 A & B Woodlawn Drive S, 2106 A & B Woodlawn Drive S, 2108 A & B Woodlawn Drive S**, for the proposed amount of **$51,502.10**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

2004 A, B, C, & D WOODLAWN DRIVE N
2006 A & B WOOD LAWN DRIVE N
2008 A & B WOODLAWN DRIVE N
2010 A & B WOODLAWN DRIVE N
2012 A, B, C, & D WOODLAWN DRIVE N
2014 A & B WOODLAWN DRIVE N
2050 A & B WOOD DRIVE N
2052 A & B WOODLAWN DRIVE N
2054 A & B WOODLAWN DRIVE N
2056 A & B WOODLAWN DRIVE N
2060 A & B WOODLAWN DRIVE N
2062 A & B WOODLAWN DRIVE N
2064 A & B WOODLAWN DRIVE N
LAUNDRY BUILDING

Legal Description: Lot 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 02 44 0 008 424**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

DC DEVELOPMENTS, AN ALABAMA LLC
PO BOX 21505
WACO TX 76702-1505

2051 A & B WOODLAWN DRIVE N
2055 A & B WOODLAWN DRIVE N
2059 A & B WOODLAWN DRIVE N
2063 A & B WOODLAWN DRIVE N
1050 A & B WOODLAWN DRIVE 3
1052 A & B WOODLAWN DRIVE E
1056 A & B WOODLAWN DRIVE E
1058 A & B WOODLAWN DRIVE E
2050 A & B WOODLAWN DRIVE S
2052 A & B WOODLAWN DRIVE S
2054 A & B WOODLAWN DRIVE S
2056 A & B WOODLAWN DRIVE S
2058 A & B WOODLAWN DRIVE S
2060 A & B WOODLAWN DRIVE S/MAINTENANCE BUILDING

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.001**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

2100 A & B WOODLAWN DRIVE S
2102 A & B WOODLAWN DRIVE S
2104 A & B WOODLAWN DRIVE S
2106 A & B WOODLAWN DRIVE S
2108 A & B WOODLAWN DRIVE S

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.xxx**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

1060 A, B, C, & D DAUPHIN ISLAND PARKWAY
2055 A & B WOODLAWN DRIVE N
1051 A & B WOODLAWN DRIVE E
1053 A & B WOODLAWN DRIVE E
1057 A & B WOODLAWN DRIVE E
1059 A & B WOODLAWN DRIVE E
2051 A & B WOODLAWN DRIVE S
2053 A & B WOODLAWN DRIVE S
2055 A & B WOODLAWN DRIVE S
2059 A & B WOODLAWN DRIVE S

Legal Description: LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 063.001**

Owner: **DAUPHIN CREEK ESTATES LLC**
PO BOX 91866
MOBILE AL 36691-1866

2101 A & B WOODLAWN DRIVE S
2013 A & B WOODLAWN DRIVE S

Legal Description: LOT 3 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel no.: **29 11 32 1 000 062.002**

Owner: **DC DEVELOPMENTS C/O JTS CAPITAL REALTY**
PO BOX 21505
WACO TX 76720-1505

December 08, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURES

PROJECT NUMBER:	LOCATION:
ME-035-20 - ME-045-20	**2100 A & B Woodlawn Drive S**
	2102 A & B Woodlawn Drive S
	2104 A & B Woodlawn Drive S
	2106 A & B Woodlawn Drive S
	2108 A & B Woodlawn Drive S

Dear Ms. Lambert:

The nuisance abatement structures located at the above-referenced addresses have been **demolished** and the property owners should be assessed as indicated:

Legal Description: LOT 4 DAUPHIN CREEK ESTATES MBK 136 PAGE 81

Parcel Number: **29 11 32 1 000 063.XXX**
Amount: ~~**$ 51,302.10**~~ $51,502.10
Assessed: DC DEVELOPMENTS C/O JTS CAPITAL REALTY
PO BOX 21505
WACO TX 76720-1505

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

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
resolution	Cover Memo	2/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/1/2023 - 3:05 PM

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT Seale Street be honorarily renamed “Honorary Charlie Jackson, Jr. Street”.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve stipend for Captain Jonathan D. Lee to attend the FBI National Academy from April 3, 2023 to June 8, 2023 $3,150.00 (10041530-45060)

Funding Source

Project # **Discretionary Funds**

Project String 10041530 45060 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution J. Lee	Resolution Letter	1/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:15 PM
Budget	Holt, Robert	Approved	1/26/2023 - 8:01 PM
Legal	Kern, Chris	Approved	1/30/2023 - 12:54 PM
Legal	Kern, Chris	Approved	1/30/2023 - 12:54 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:08 PM

RESOLUTION

Sponsored By: Lawrence L. Battiste, IV, Director of Public Safety

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a stipend of $3,150.00, to be trusted to Captain Jonathan D. Lee of the Mobile Police Department, for expenses accrued while attending said training at the FBI National Academy from April 3rd, 2023 to June 8th, 2023.

Adopted:

_____

City Clerk

1530 - 45040

Date: January 18, 2023

TRAINING REQUEST APPLICATION

Course Title: FBI National Academy

Employee's Name: Lee, (Last) Jonathan (First) D. (MI) 13151 (Emp#) N/A (Soc Sec#)

Date of Course: 04/03/2023 (From) - 06/08-2023, (To) 57 Bureau Pkwy, Stafford, VA 22556 (Location)

Estimated Cost: (Tuition) $0.00 (Travel) $800.00

(Lodging) $250.00 (Meals) $3,150-Stipend/Meals

(Total) $4,200.00

Section Commander: _____ Date: 1/18/23

Reason for Recommendation: (To be filled in by Section Commander)

The training offered in the FBI National Academy is an extensive program that offers academic, fitness, and leadership training for officers at the command and executive staff level. This will immensely help Captain Lee and the Mobile Police Department.

Division Commander: _____ Date: 1/19/23

Assistant Chief: _____ Date: _____

In-House Training
(I.E. MIS, Personnel Board)

The Section Commander will schedule the training and forward the training request to the **Training Unit**.

OFFICE OF CHIEF

Chief of Police Signature: _____ Date: 1/19/23

PD 190 – rev. 04-24-2017

FD-164
Revised
02/06/2007

FEDERAL BUREAU OF INVESTIGATION

NOMINATION OF LAW ENFORCEMENT OFFICER TO ATTEND THE NATIONAL ACADEMY PROGRAM OF THE FEDERAL BUREAU OF INVESTIGATION

INSTRUCTIONS - This nomination should be signed by a Commissioner, Superintendent or Chief of Police; or by a Sheriff or head of a county police agency; or by the Chief, Superintendent, or executive officer of a state police or highway patrol organization' or the application may be filed by an officer of the state, county, or municipality of higher rank than those mentioned, such as Mayor, City Manager, Chairman of the County or City Commissioner, or Governor. This nomination should be accompanied by an attached application properly filled out furnishing the personal and official history of the officer nominated. The Chief of Police, Sheriff, or Superintendent of a state police organization may nominate himself/herself to take this course of training if he/she so desires.

To: FBI, Training Division, National Academy Unit

I hereby nominate the below-named representative of this law enforcement agency to attend a session of the FBI National Academy at Quantico, Virginia.

Nominee		
LEE	JONATHAN	DAVID
Last	First	Middle
CAPTAIN	MOBILE POLICE DEPARTMENT	
Title or Rank	Law Enforcement Agency	

I realize the primary purpose of the National Academy is to train outstanding law enforcement officers as instructors and administrators. Further, I believe the officer nominated herein is basically qualified to fulfill this purpose upon return to his/her organization after graduation. Specifically, I understand the nominee meets the following minimum requirements:

1. A regular full-time officer of a duly constituted law enforcement agency of a municipality, county, or state, having at least five years of substantially continuous such experience;
2. At least 25 years of age;
3. In excellent physical condition capable of sustained strenuous exertion and regular participation in the use of firearms, physical training and defensive tactics, which will be confirmed by a thorough physical examination (submitted when requested by FBI) by a medical doctor of nominee's choice and at nominee's expense.
4. Is of excellent character and enjoys a reputation for professional integrity;
5. Exhibits an interest in law enforcement as s public service; a seriousness of purpose, qualities of leadership; and enjoys the confidence and respect of fellow officers;
6. Has a high school diploma or high school equivalency certificate;
7. Agrees to remain in law enforcement a minimum of three years after graduation from the FBI National Academy;

When a vacancy exists in a session for which the officer's application can be considered, I authorize the FBI to make a complete and thorough investigation of the nominee to confirm his/her suitability as a candidate. To assist in this regard there is attached and executed application by the nominee. I have been assured by the nominee that he/she will remain in law enforcement for a minimum of 3 years following graduation from the National Academy.

I hereby assure that the law enforcement agency making this nomination for a representative to attend the FBI National Academy is in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-4), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et. seq.) and the Regulations of the Department of Justice 28 CRF 42.010 et seq., issued pursuant to that title to the end that **no person in the United States shall,** on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which this agency receives Federal financial assistance from the Department. This agency recognizes the right of the United States to seek judicial enforcement of this assurance.

I hereby assure that the law enforcement agency making this nomination for a representative to attend the FBI National Academy maintains a workers' compensation insurance program. This agency understands that the exclusive rights and remedies for any injury suffered by the nominee that is the result of an accident and arises out of and in the course of the nominee's employment shall be liable under this agency's workers' compensation insurance program.

I certify that I have reviewed the attached application and that it reflects information which is accurate to the best of my knowledge.

Signature of Nominating Official

PAUL O PRINE Chief of Police

Name and ~~Title~~ (type or print)

Mobile Police Dept.

Law Enforcement Agency

Mobile AL 36606

City State Zip Code

1/19/2023

Date

(Forward this executed nomination and the completed application of the nominee to the Special Agent in Charge of the FBI office in your territory. He can answer questions you may have pertaining to the FBI National Academy Program.)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE FOX 10 PLAYGROUND PROJECT AT THE NEW DEARBORN YMCA

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE UNITED WAY OF SOUTHWEST ALABAMA, INC.	Cover Memo	2/1/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/1/2023 - 12:56 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to The United Way of Southwest Alabama, Inc., from his discretionary funds*; and

WHEREAS, *The United Way of Southwest Alabama, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *The United Way of Southwest Alabama, Inc., will be used to assist with the Fox 10 Playground project at the new Dearborn YMCA*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to The United Way of Southwest Alabama, 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:2/7/2023

Submitted by:

RECECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN - GIVING $1,2000.00
COUNCILMEMBER WILLIAM CARROLL - GIVING $ 500.00

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE 8TH ANNUAL YOUTH AMBASSADOR AWARDS & BREAKFAST CELEBRATION IN HONOR OF DR. MARTIN LUTHER KING, JR. BIRTHDAY

Amount of Contract:

$1,700.00

Funding Source

Project # DSC-01 / 10041020-42080 & DSC-02 / 10041020-42080 **Discretionary Funds** DSC-01 & DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PEOPLE UNITED TO ADVANCE THE DREAM , MOBILE, INC.	Cover Memo	2/1/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/1/2023 - 2:23 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*
Councilmember William Carroll

WHEREAS, *Councilmember Penn wishes to appropriate* ***$1,200.00*** *and Councilmember Carroll wishes to appropriate* ***$500.00 (TOTAL $1,700.00)*** *to People United to Advance the Dream, Mobile, Inc., from his discretionary funds*; and

WHEREAS, *People United to Advance the Dream, Mobile, 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 *People United to Advance the Dream, Mobile, Inc., will be used for the 8th annual Youth Ambassador Awards & Breakfast celebration in honor of Dr. Martin Luther King Jr. birthday,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$1,700.00*** *to People United to Advance the Dream, Mobile, 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:2/7/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS - GIVING $ 500.00
COUNCILMEMBER GINA GREGORY - GIVING $ 700.00
TOTAL $1,200.00

Purpose and Scope of Project:

FUNDS WILL BE USED ASSIST WITH THE COST OF THEIR 18TH ANNUAL UNITY WALK WEEKEND (STAGE, TABLE, RENTAL, SECURITY AND FOOD)

Amount of Contract:

$1,200.00

Funding Source

Project # DSC-04 / 10041020-42080 & DSC-07 / 10041020-42080 **Discretionary Funds** DSC-04 & DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - KINGDOM COVENANT CONNECTIONS, INC.	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/26/2023 - 12:30 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*
Councilmember Gina Gregory

WHEREAS, *Councilmember Reynolds wishes to appropriate **$500.00** and Councilmember Gregory wishes to appropriate **$700.00 (TOTAL $1,200.00)** to Kingdom Covenant Connections, Inc., from their discretionary funds*; and

WHEREAS, *Kingdom Covenant Connections, 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 *Kingdom Covenant Connections, Inc., will be used to assist with the cost of their 18th Annual Unity Walk Weekend (stage, table, rental, security and food)*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,200.00** to Kingdom Covenant Connections, 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:2/7/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C J Small, Ben Reynolds, Joel Daves, Scott Jones, and Gina Gregory

Purpose and Scope of Project:

To accept contract with Parten Smith, Inc. for City Wide Sidewalk Repairs & Maintenance.

Amount of Contract:

$1,911,000.00

Funding Source

Project # SDW23 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4268

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Construction Services	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/19/2023 - 12:06 PM
Capital	Rhodes, Brenda	Approved	1/19/2023 - 1:09 PM
Legal	Kern, Chris	Approved	1/31/2023 - 12:39 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:11 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2023 City Wide Sidewalk Repair & Maintenance;
COM Project # 2023-3005-01
PROJECT #: SDW23 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Sidewalk Repair and Maintenance

CONTRACT AMOUNT: $1,911,000.00

VENDOR NAME: Parten Smith, Inc.

VENDOR NUMBER: 296459

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 1/19/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Council Members Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Scott Jones, & Gina Gregory

WHEREAS, bids for sidewalk repairs and maintenance for districts 1-7 were received and opened on December 7, 2022.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Parten Smith, Inc., in the amount of $1,911,000.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Parten Smith, 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: Parten Smith, Inc.

Project Name: 2023 City Wide Sidewalk Repair & Maintenance (D1-7)

Project Number: 2023-3005-01

Amount: $1,911,000.00

Adopted:

_____

City Clerk

2

MOBILE
ALABAMA

2023 City Wide Sidewalk Repair & Maintenance

Project No. 2023-3005-01

Bid Date – December 7, 2022

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, December,7 2022 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2023-3005-01
Project:	2023 City Wide Sidewalk Repair & Maintenance
Project Description:	Sidewalk and Ramp Repairs

Plans and contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of twenty-five dollars ($25.00). 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 December 5, 2022.

A Mandatory Pre-Bid Conference will be held in the Conference Room, 2nd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, November, 30, 2022 at 2:00 P.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 the 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 **2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE**, City of Mobile Project No. **2023-3005-01**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 13TH, 20TH, AND 27TH, 2022.

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 **2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE**, City of Mobile Project No. **2023-3005-01**, 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

2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

CITY OF MOBILE PROJECT NO. 2023-3005-01
BID DATE: DECEMBER 7, 2022
ADDENDUM NO. 1
ISSUED: DECEMBER 1, 2022

THE CONTRACT DOCUMENTS SHALL BE CHANGED AS FOLLOWS:

1. **REPLACE ITEM III, PROPOSAL**, IN ITS ENTIRETY WITH THE ATTACHED BID PROPOSAL
2. **REPLACE ATTACHMENT "E" SIGN DETAIL**, IN ITS ENTIRETY WITH THE ATTACHED ATTACHMENT "E" SIGN DETAIL.

Note: Pay items and quantities were revised. The sign detail was revised to list all Councilpersons.

We, as duly authorized representatives of Parter Smith Inc (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Signature

12-07-2022
Date

Robert Parter SR
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 1

ADDENDUM NO. 1

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 12-07-2022

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: 2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE
Project No: 2023-3005-01
Project Description: **Sidewalk and Ramp Repair**
Major work items include: **Concrete construction**

The Bidder further agrees to construct the improvements in **330** 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 City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on December 5, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
201A-000	Clearing and Grubbing	2.00	Acre	$1000	One Thousand DOLLARS No CENTS	$2000
206C-000	Removing Concrete Sidewalk (Incl. Saw Cutting All Depths)	11,000	SY	$9	Nine DOLLARS No CENTS	$99000
206C-002	Removing Concrete Slope Paving (Incl. Saw cutting)	15	SY	$9	Nine DOLLARS No CENTS	$135
206C-018	Removing Asphalt Sidewalk (Incl. Saw cutting)	40	SY	$9	Nine DOLLARS No CENTS	$360
206C-101	Removing Concrete Driveway (Incl. Saw cutting)	400	SY	$9	Nine DOLLARS No CENTS	$3600
206C-201	Removing Asphalt Pavement (Incl. Saw Cutting All Depths)	300	SY	$9	Nine DOLLARS No CENTS	$2700
206D-001	Removing Gutter (Incl. Saw cutting) (All Types)	100	LF	$9	Nine DOLLARS No CENTS	$900
206D-002	Removing Curb (Incl. Saw cutting) (All Types)	400	LF	$9	Nine DOLLARS No CENTS	$3600
206D-003	Removing Curb and Gutter (Incl. Saw cutting) (All Types)	250	LF	$9	Nine DOLLARS No CENTS	$2250
206D-022	Removing Retaining Wall	70	LF	$20	Twenty DOLLARS No CENTS	$1400
206E-000	Remove & Reset Mailboxes (All Types)	40	EA	$50	Fifty DOLLARS No CENTS	$2000
210A-005	Unclassified Excavation (Loose Truck Bed Measurement)	300	CY	$25	Twenty-five DOLLARS No CENTS	$7500

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
210D-001	Borrow Excavation (Loose Truck Bed Measurement)	150	CY	$30	Thirty DOLLARS No CENTS	$4500
301A-012	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	100	SY	$50	Fifty DOLLARS No CENTS	$5000
408A-051	Planing Existing Pavement (Approximately 0.00" Thru 1.0" Thick)	400	SY	$25	Twenty-five DOLLARS No CENTS	$10000
429A-277	Improved Bituminous Concrete Wearing Surface Layer, Patching, 3/8" Maximum Aggregate Size Mix, ESAL Range E (Incl. Tack Coat)	110	Ton	$350	Three Hundred Fifty DOLLARS No CENTS	$38500
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)	15	Ton	$90	Ninety DOLLARS No CENTS	$1350
502A-000	#4 Rebar	20	LBS	$50	Fifty DOLLARS No CENTS	$1000
517J-001	Relocate Existing Sign	30	EA	$200	Two Hundred DOLLARS No CENTS	$6000
529A-016	Retaining Wall (6" Wide, 18"-36" Tall)	25	SF	$300	Three Hundred DOLLARS No CENTS	$7500
529A-035	Repair Stone Masonry or Concrete Retaining Wall up to 36" High	25	SF	$275	Two Hundred Seventy Five DOLLARS No CENTS	$6875
600A-000	Mobilization per District	7	EA	$13000	Thirteen Thousand DOLLARS No CENTS	$91000
614A-000	Slope Paving	50	CY	$400	Four Hundred DOLLARS No CENTS	$20000
618A-000	Concrete Sidewalk, 4" Thick (Incl. Excavation) (Width Varies)	13,000	SY	$60	Sixty DOLLARS No CENTS	$780000

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618A-001	Concrete Sidewalk, 6" Thick (Incl. Reinforcement and Excavation) (Width Varies)	275	SY	$100	One Hundred DOLLARS No CENTS	$27500
618A-002	Pea Gravel Bedding, 4" Thick	50	SY	$100	One Hundred DOLLARS No CENTS	$5000
618A-003	Concrete Sidewalk, 4" Thick With Header Curb one side, 4" to 6" Max Curb Height (Incl. Excavation) (Width Varies)	50	SY	$150	One Hundred Fifty DOLLARS No CENTS	$7500
618A-004	Concrete Sidewalk, 4" Thick with Header Curb Both Sides, 4" to 6" Curb Height (Incl. Excavation) (Width Varies)	50	SY	$200	Two Hundred DOLLARS No CENTS	$10000
618A-005	Concrete Sidewalk, 5" Thick (Incl. Reinforcement and Excavation) (Width Varies)	50	SY	$90	Ninety DOLLARS No CENTS	$4500
618B-002	Concrete Driveway, 5" Thick (Width Varies)	400	SY	$90	Ninety DOLLARS No CENTS	$36000
618D-001	Handicap Ramp (All Types) (Incl Excavation)	200	EA	$1000	One Thousand DOLLARS No CENTS	$200000
618E-001	Truncated Dome Insert, New Construction	200	EA	$200	Two Hundred DOLLARS No CENTS	$40000
618E-002	Modified Truncated Dome Insert, New Construction	20	EA	$200	Two Hundred DOLLARS No CENTS	$4000
618E-003	Truncated Dome Insert, Existing Ramp	25	EA	$200	Two Hundred DOLLARS No CENTS	$5000

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618E-004	Truncated Dome Insert Modified, Existing Ramp	10	EA	$200	Two Hundred DOLLARS No CENTS	$2000
620A-000	Minor Structure Concrete	40	CY	$250	Two Hundred Fifty DOLLARS No CENTS	$10000
622A-000	Manhole Cover/Frame Reset	10	EA	$50	Fifty DOLLARS No CENTS	$500
Omit	Omit	Omit	Omit	Omit	Omit	Omit
623A-000	Concrete Gutter (All Types)	225	LF	$30	Thirty DOLLARS No CENTS	$6750
623B-000	Concrete Curb (All Types)	1,000	LF	$30	Thirty DOLLARS No CENTS	$30000
623B-123	Concrete Header Curb, 6" Wide 18" High	50	LF	$30	Thirty DOLLARS No CENTS	$1500
623B-124	Concrete Header Curb, 4" Wide and 12" High	50	LF	$30	Thirty DOLLARS No CENTS	$1500
623B-125	Hauling From City Stock Pile and Installation of Granite Curb (Incl. Cutting and Fitting)	15	LF	$500	Five Hundredd DOLLARS No CENTS	$7500
623B-126	Removal and Re-Installation of Granite Curb (Incl. Cutting and Fitting)	15	LF	$600	Six Hundred DOLLARS No CENTS	$9000
623B-127	Removal and Re-Installation of Slate Tiles	15	SF	$100	One Hundred DOLLARS No CENTS	$1500
623C-003	Combination Curb & Gutter (All Types)	250	LF	$35	Thirty Five DOLLARS No CENTS	$8750
623F-000	Hauling From City Stock Pile and Installing Brick Pavers	15	SY	$75	Seventy Five DOLLARS No CENTS	$1125

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
623F-001	Removal and Re-Installation of Brick Pavers	15	SY	$75	Seventy Five DOLLARS No CENTS	$1125
623F-002	New Brick Pavers (incl. installation)	15	SY	$100	One Hundred DOLLARS No CENTS	$1500
637A-001	Fence Reset (All Types)	50	LF	$35	Thirty Five DOLLARS No CENTS	$1750
640M-000	Electrical Handhold Adjustment to New Grade and Slope. Max Vertical Adjustment 6 Inches	10	EA	$50	Fifty DOLLARS No CENTS	$500
640M-001	Electrical Manhole Adjustment to New Grade and Slope. Max Vertical Adjustment 6 Inches	10	EA	$50	Fifty DOLLARS No CENTS	$500
641V-001	Adjust Water Meter and Box to Grade	50	EA	$50	Fifty DOLLARS No CENTS	$2500
641V-002	Adjust Water Valve to Grade	25	EA	$50	Fifty DOLLARS No CENTS	$1250
641V-003	Existing Irrigation System Repair	200	LF	$10	Ten DOLLARS No CENTS	$2000
650A-000	Topsoil, 4" Compacted Thickness	1,000	CY	$35	Thirty Five DOLLARS No CENTS	$35000
654A-001	Solid Sodding (match in kind)	17,000	SY	$10	Ten DOLLARS No CENTS	$170000
656A-010	Mulching	3	Acre	$2500	Two Thousand Five Hundred DOLLARS No CENTS	$7500
663C-000	Tree Protection Fencing	150	LF	$5	Five DOLLARS No CENTS	$750
665A-000	Temporary Seeding	5	Acre	$2500	Two Thousand Five Hundred DOLLARS No CENTS	$12500
665B-000	Temporary Mulching	5	Acre	$2500	Two Thousand Five Hundred DOLLARS No CENTS	$12500

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
665E-000	Polyethylene	2,250	SY	$13.50	Thirty DOLLARS Fifty CENTS	$30375
665F-000	Hay Bales	100	EA	$10	Ten DOLLARS No CENTS	$1000
665G-000	Sand Bags	100	EA	$5	Five DOLLARS No CENTS	$500
665J-002	Silt Fence	1,000	LF	$5	Five DOLLARS No CENTS	$5000
665O-000	Silt Fence Removal	1,000	LF	$1	One DOLLARS No CENTS	$1000
665Q-000	Wattle	700	LF	$12	Twelve DOLLARS No CENTS	$8400
674A-000	Construction Safety Fence	1,000	LF	$2	Two DOLLARS No CENTS	$2000
690A-000	Project Sign	4	EA	$800	Eight Hundred DOLLARS No CENTS	$3200
701J-250	Painted Traffic Stripe/Markings/ Legends (all colors/all types) (area placed)	30	SF	$25	Twenty Five DOLLARS No CENTS	$750
703C 000	Removal of Existing Traffic Control Stripe/Markings/ Legends (all colors/all types)	30	SF	$20	Twenty DOLLARS No CENTS	$600
730H-001	Loop Wire	50	LF	$100	One Hundred DOLLARS No CENTS	$5000
740A-000	Traffic Control Minor per site	16	EA	$1000	One Thousand DOLLARS No CENTS	$16000
740A-001	Traffic Control Moderate per site	4	EA	$1500	One Thousand Five Hundred DOLLARS No CENTS	$6000
740A-002	Traffic Control Heavy per site	3	EA	$2000	Two Thousand DOLLARS No CENTS	$6000
742A-000	Variable Message Board	1	Day	$1005	One Thousand Five DOLLARS No CENTS	$1005

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
742A-001	Variable Message Board	1	Week	$2000	Two Thousand DOLLARS No CENTS	$2000
742A-002	Variable Message Board	1	Month	$6000	Six Thousand DOLLARS No CENTS	$6000
999X-000	Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	1	LS	$ 20,000.00	TWENTY THOUSAND DOLLARS & NO CENTS	$ 20,000.00
TOTAL BASE BID					$ 1,881,000.00	

ADDITIVE BID 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
001-A	Rubberized Speed Cushion Installation	6	Location	5000.00	Five Thousand DOLLARS No CENTS	$30,000.00
TOTAL ADDITIVE BID 1					$30,000.00	

ADDENDUM NO. 1

Base Bid

Base Bid Total $1,881,000.00

Additive Bid 1 Total $30,000.00

Grand Total (Base Bid + Additive Bid 1) $1,911,000.00

Grand Total Written in words ONE MILLION NINE HUNDRED ELEVEN THOUSAND DOLLARS AND 0 CENTS

Number of working days to complete 330

Signature of Bidder _____
(If a firm or individual)

Address of Bidder P.O. Box 189 St. Elmo, Al 36568

By Robert D Parten Sr

Signature of Bidder _____
(If a Corporation)

By _____
President
Candice Parten
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address P.O. Box 189 St. Elmo, Al 36568

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

53550
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Parten Smith, Inc.
(Name of Contractor)
8765 Beverly Extension, Arvington, AL 36544
(Address)
as Principal, and Fair American Insurance and Reinsurance Company
(Name of Surety)
365 Northridge Road, Suite 250, Atlanta, GA 30350
(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 **2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE, City of Mobile Project No.** ***2023-3005-01.***

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 December 7, 2022 (Date)

Parten Smith, Inc. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Fair American Insurance and Reinsurance Company (Name of Surety)

COUNTERSIGNED: _____

Scott E. Stoltzner, Attorney-In-Fact

Alabama Resident Agent By _____

Scott E. Stoltzner

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

One Liberty Plaza, 165 Broadway, New York, NY 10006

POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 11th **day of July 2021.**

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On July 11, 2022 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GREGG ERIK LOTZEIARDT
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 7th day of December, 2022

Christopher O'Gwen, President and CEO

No. **6260**

BND1010097-00

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Parten Smith, Inc. as Principal and Fair American Insurance and Reinsurance Company 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 One Million Nine Hundred Eleven Thousand & no/100 Dollars ($1,911,000.00) 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 _____, 2022 (hereinafter called the Contract) for 2023 City Wide Sidewalk Repair and Maintenance 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 12 day of Jan. 2023 ~~2022~~.

In the presence of:

Brad McKinley Estimator

Individual Principals sign here

Candice M Parten (SEAL)

Candice M Parten (Print)

Robert O Parten Sr (SEAL)

Robert O Parten Sr (Print)

(SEAL)

(Print)

(Corporate Name) Parten Smith, Inc.

BY: Candice M Parten

(Signature)

ATTEST:

(Signature)

Candice M Parten (Print)

Robert O Parten Sr (Print)

ITS: President (Title)

ITS: Vice President

Fair American Insurance and Reinsurance Company

(Surety sign here) (Corporate name)

BY:

(Signature)

Scott E. Stoltzner

(Print)

ATTEST:

(Signature)

Megan Lann (Print)

ITS: Attorney-In-Fact (Title)

ITS: Assistant Underwriter

Corporate Seal

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

One Liberty Plaza, 165 Broadway, New York, NY 10006

POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this **11th day of July 2021.**

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On **July 11, 2022** before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ERIK ENGLEHARDT
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/29/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the _____ day of _____, _____.

_____
Christopher O'Gwen, President and CEO

No. **6283**

BND1010118-00

BND1010118-00

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Parten Smith, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fair American Insurance and Reinsurance Company, 365 Northridge Road, STE. 250, Atlanta, GA 30350
(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 One Million Nine Hundred Eleven Thousand & no/100 dollars ($ 1,911,000.00), 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 _____, 2022 , entered into a Contract with the Owner for 2023 City Wide Sidewalk Repair & Maintenance 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 12 day of January 2023

In the presence of:

Brad McKinley Estimator

Individual Principals sign here

Candice M Parten (SEAL)

Candice M Parten (Print)

(SEAL)

Robert O Parten Sr (Print)

(SEAL)

(Print)

(Corporate Name) Parten Smith, Inc.

BY: (Signature)

Candice M Parten (Print)

ITS: President (Title)

ATTEST:

(Signature)

Robert O Parten Sr (Print)

ITS: Vice President (Title)

Fair American Insurance and Reinsurance Company

(Surety sign here) (Corporate name)

BY: (Signature)

Scott E. Stoltzner (Print)

ITS: Attorney-In-Fact (Title)

ATTEST:

(Signature)

Megan Lann (Print)

ITS: Assistant Underwriter (Title)

Corporate Seal

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: The CONTRACTOR shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONTRACTOR or the CONTRACTOR'S agent, CONTRACTOR under contract, or other entity for which CONTRACTOR is legally liable. CONTRACTOR shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONTRACTOR or its agents covered by CONTRACTOR'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONTRACTOR to procure and maintain professional liability insurance that satisfies the named requirements. CONTRACTOR shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONTRACTOR'S liability, or in proportion to the extent CONTRACTOR participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONTRACTOR to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: CONTRACTOR shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability

specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. 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.

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 Manual on Uniform Traffic Control Devices (MUTCD) Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. 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. Omit

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. Omit

46. The Contractor shall provide, install and maintain all temporary erosion control measures. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. Omit

50. Working hours on certain streets may be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface, when necessary. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway

Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Omit

56. Omit

57. Omit

58. Omit

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. Omit

61. Omit

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Omit

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. 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.

66. An ALDOT Concrete Mix Design will not be required. The mix design shall be 3000 psi, and shall be submitted and approved by the CITY ENGINEER prior to beginning of construction.

Additive Bid 1 Special Provisions:

67. Mobilization for Rubberized Speed Cushion Installation shall be included in the price for Pay Item 001-A.

68. Item 001-A, Rubberized Speed Cushion Installation, shall include Traffic Control for placing and maintaining all materials, signs, lights, hardware, channelizing device, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job.

69. Item 001-A, Rubberized Speed Cushion Installation, shall be full compensation for furnishing all materials, equipment, labor, and any incidentals to complete the Item. All

Pavement markings shall be installed by the contractor. Cost shall be included in pay item 00A-1. Payment for speed cushions shall be paid per each location as shown on the detail drawing and locations in Attachment G.

70. Speed Cushions shall be TrafficLogix Item #SC-070603 with MUTCD modified chevron pattern or approved equal. Item shall be installed per manufactures specifications.

71. Thermoplastic markings shall be CLASS 2 TYPE A and conform to Alabama Department of Transportation standard specification.

72. Advanced traffic calming sign and post will be supplied and installed by City of Mobile.

ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 2022, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Partew Smith 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: 2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE
Project No: 2023-3005-01
Project Description: Sidewalk and Ramp Repair
Major work items include: Concrete construction

City of Mobile Project Number **2023-3005-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 1,911,000.00) 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) Whenever the word "ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

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. This contract may be extended, under the existing terms, conditions, and unit prices, at the discretion of the CITY ENGINEER, and agreement by the CONTRACTOR, contingent upon the obligation of additional funds for similar work, for one or two additional one-year periods.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2023 CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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)

Porter Smith Inc

CONTRACTOR: **(IF CORPORATION)**

Porter Smith Inc (Print)

BY: Candice M Porter

ITS PRESIDENT

Candice M Porter (Print)

ATTEST:

ITS SECRETARY

Robert D Porter Sr (Print)

Corporate Seal

_____

DATE

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 require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 *HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B125.1

Description
This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment
Payment will be based on the respective unit bid price and shalt be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 *REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B126.1

Description
This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623-B127 *REMOVAL AND REINSTALLATION OF SLATE TILES*:

623.B127.1

Description
This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. OMIT

16. OMIT

17. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATIONS

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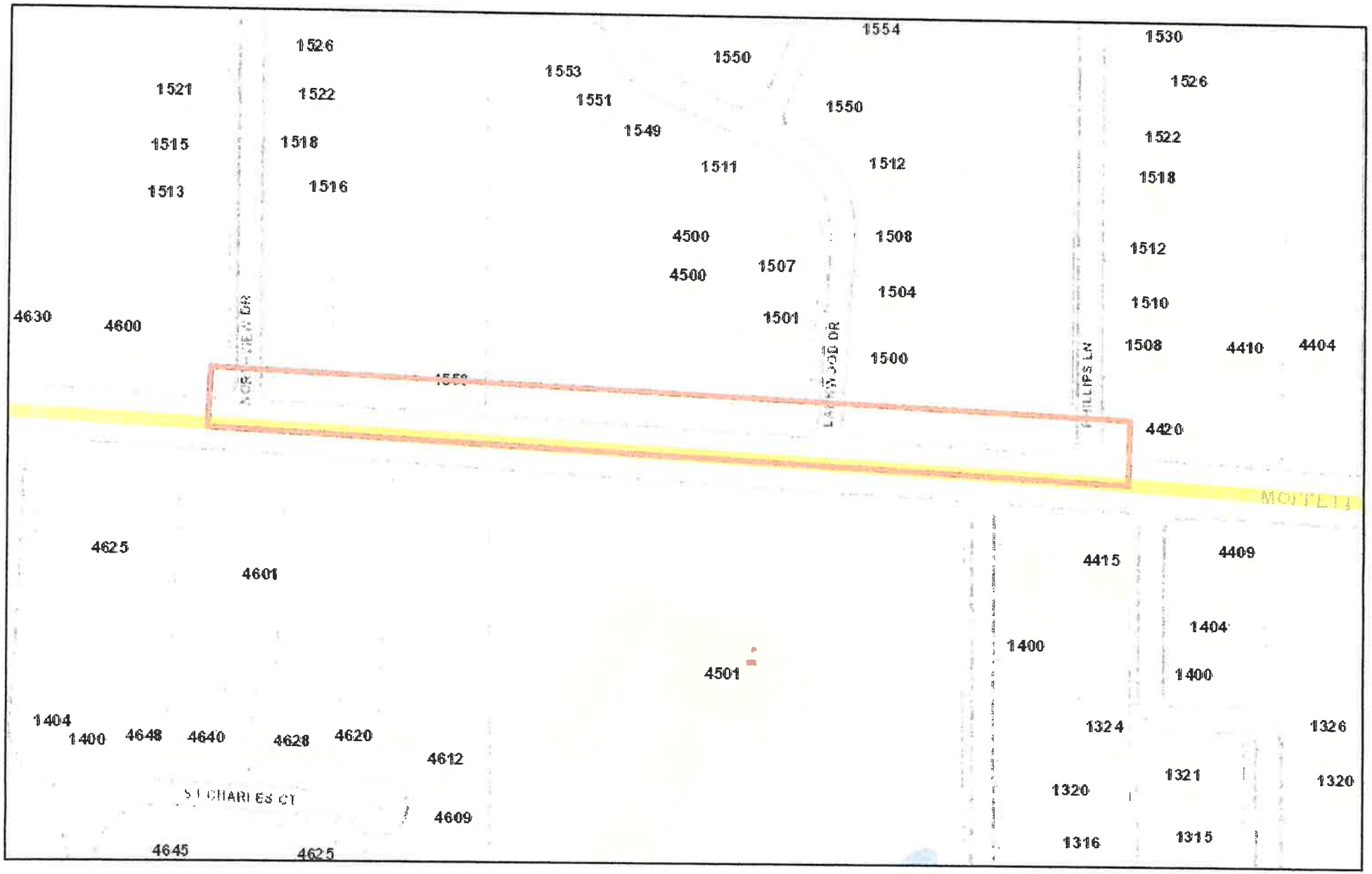

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City of Mobile GIS Department

Parcel Details

Address

City Council Districts

790

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission. |

Web AppBuilder for ArcGIS

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City of Mobile GIS Department

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City Council Districts

City of Mobile GIS Department

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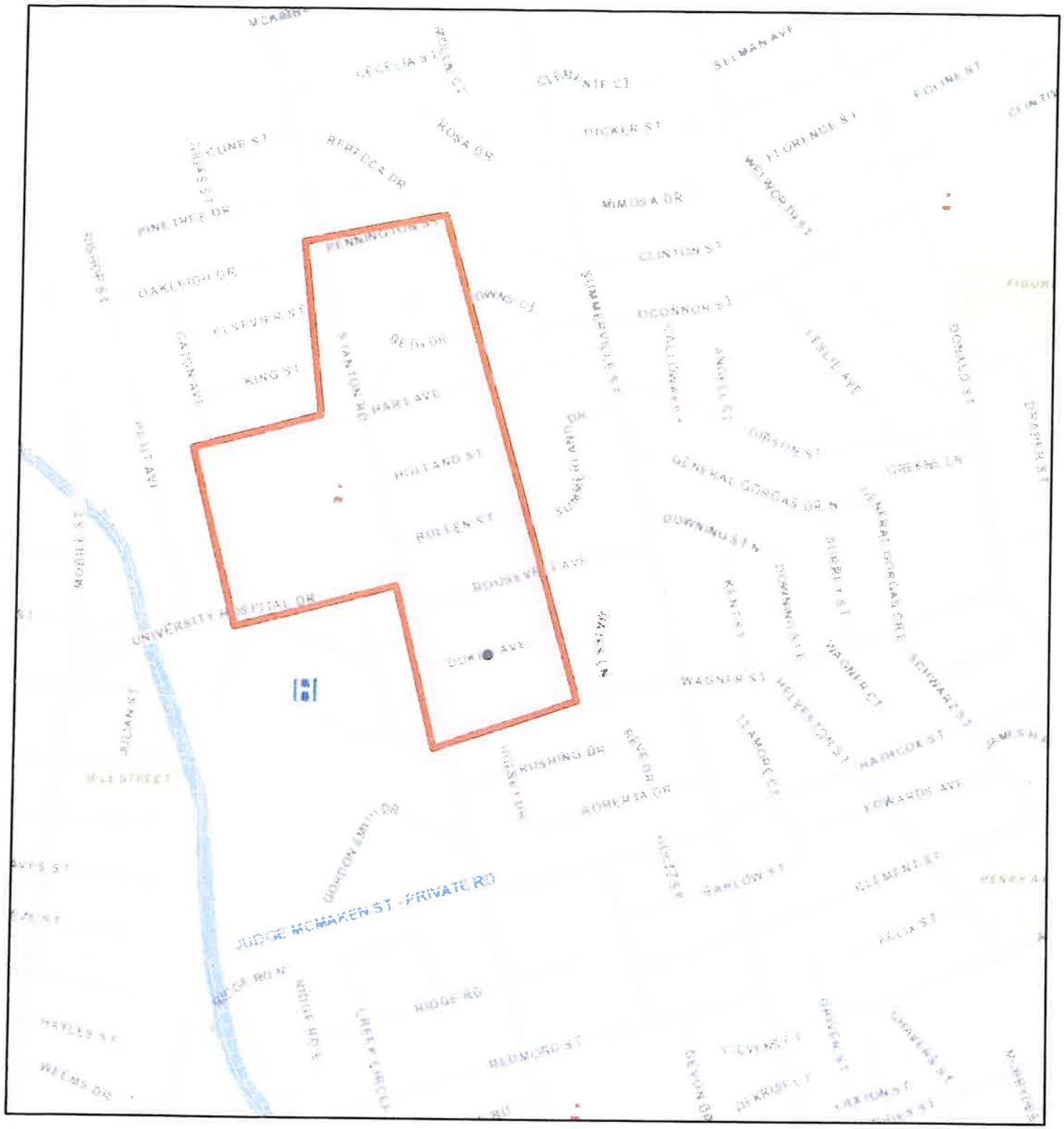
District 1, Priority 4



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City of Mobile GIS Department

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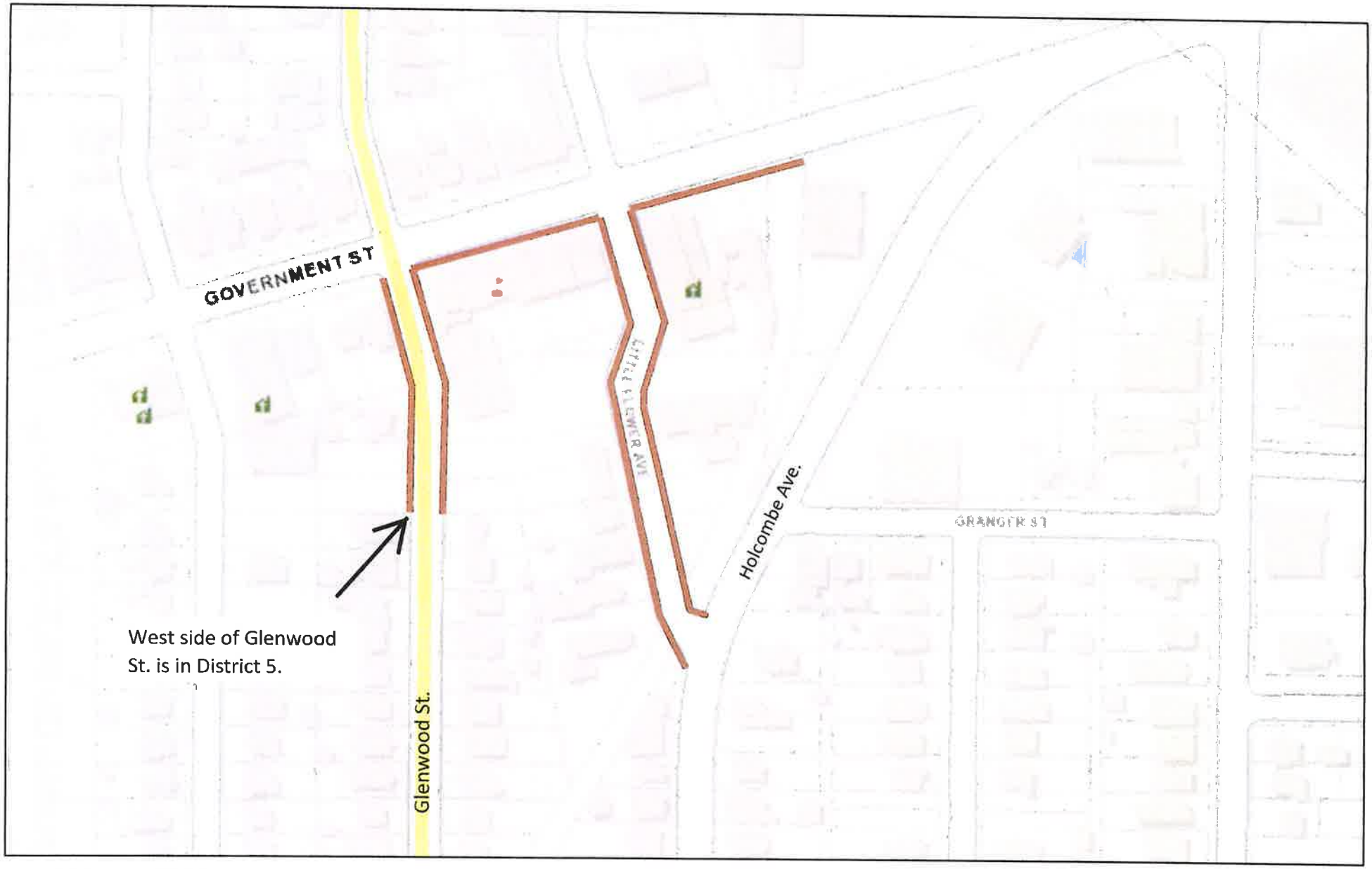

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City of Mobile GIS Department

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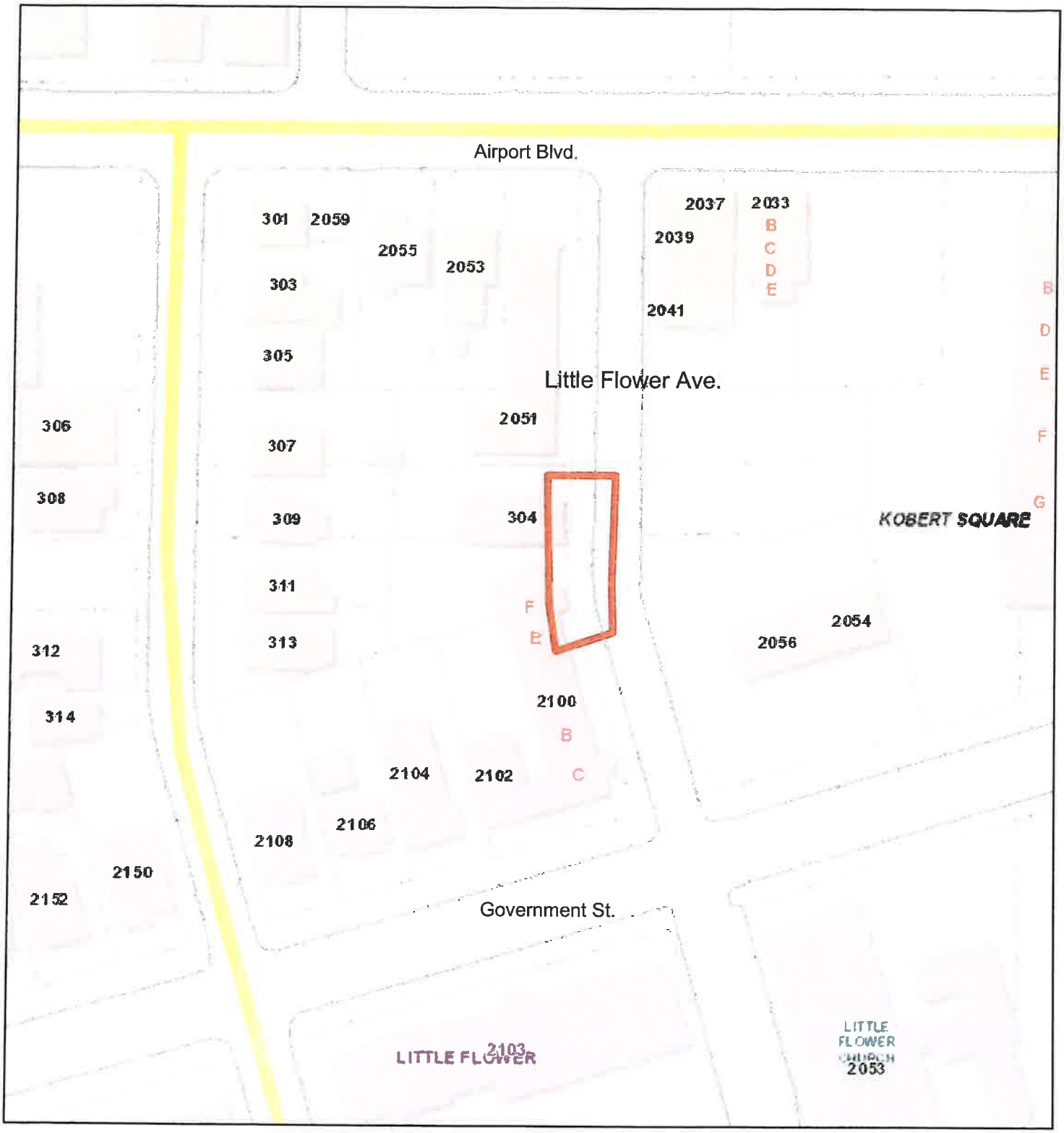

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City Council Districts

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City of Mobile GIS Department

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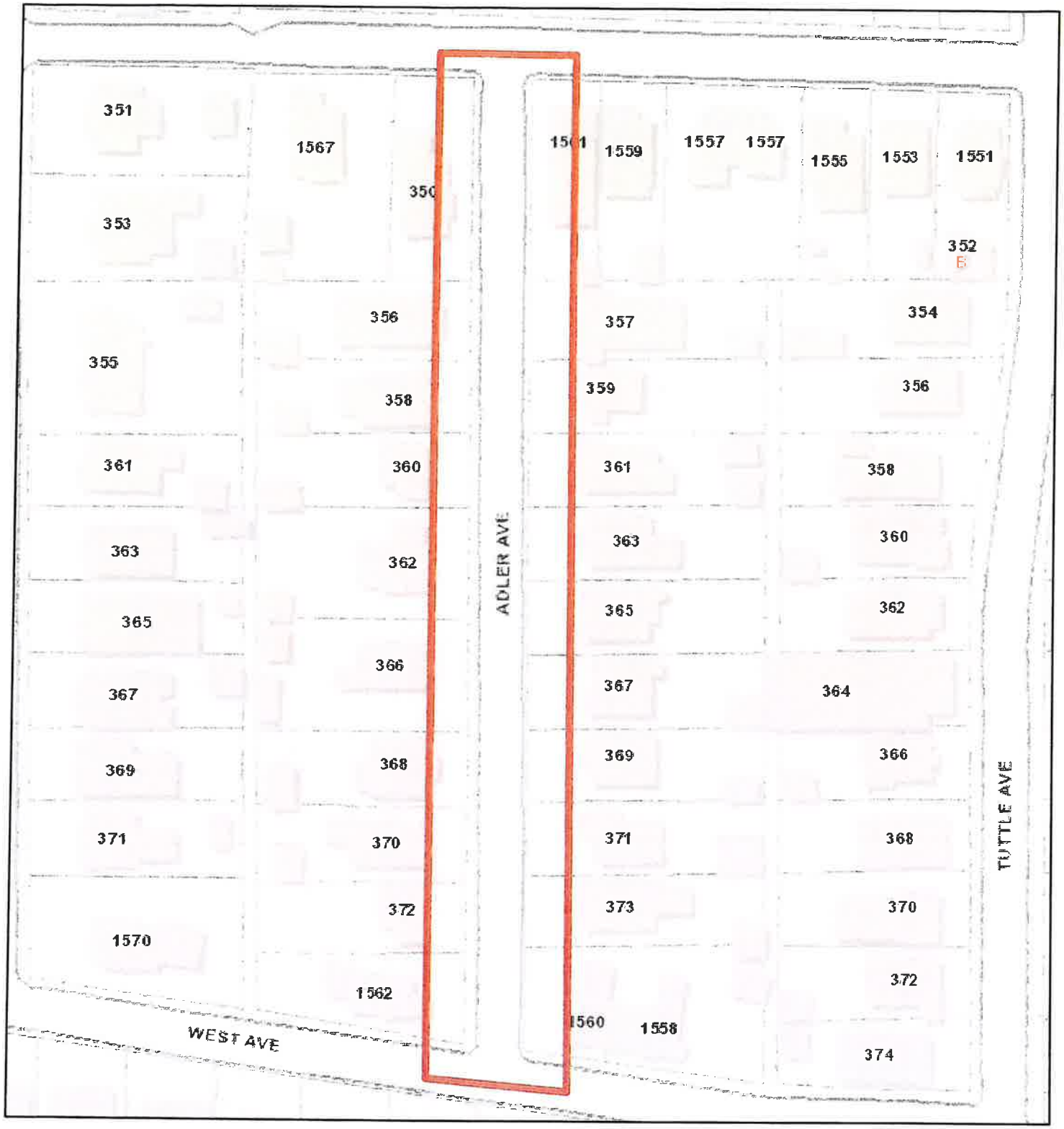

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City of Mobile GIS Department

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Parcel Details

City of Mobile GIS Department

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District 3, Priority 1

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City of Mobile GIS Department

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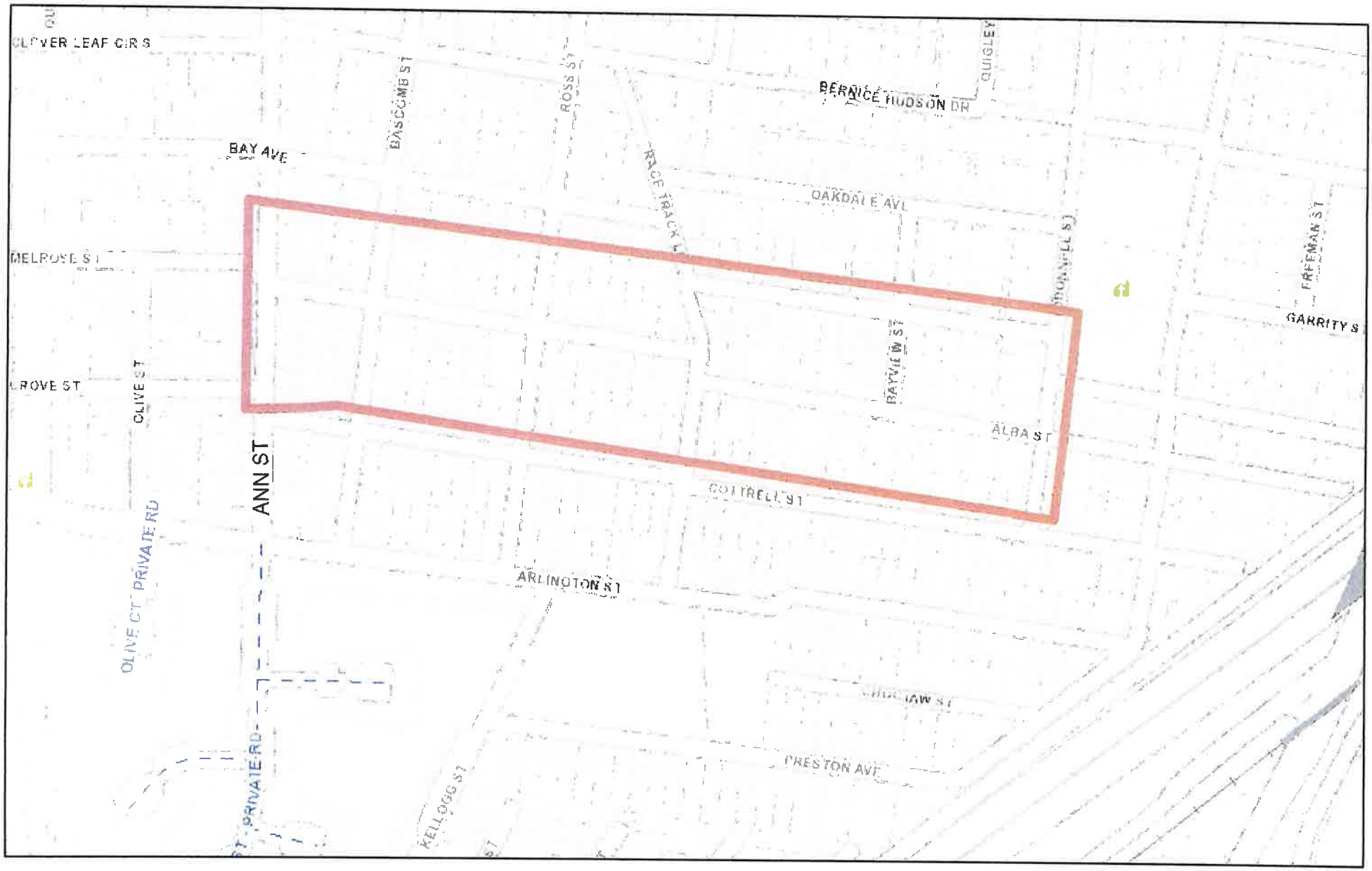

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City of Mobile GIS Department

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District 3 - Priority Area 3

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City of Mobile GIS Department

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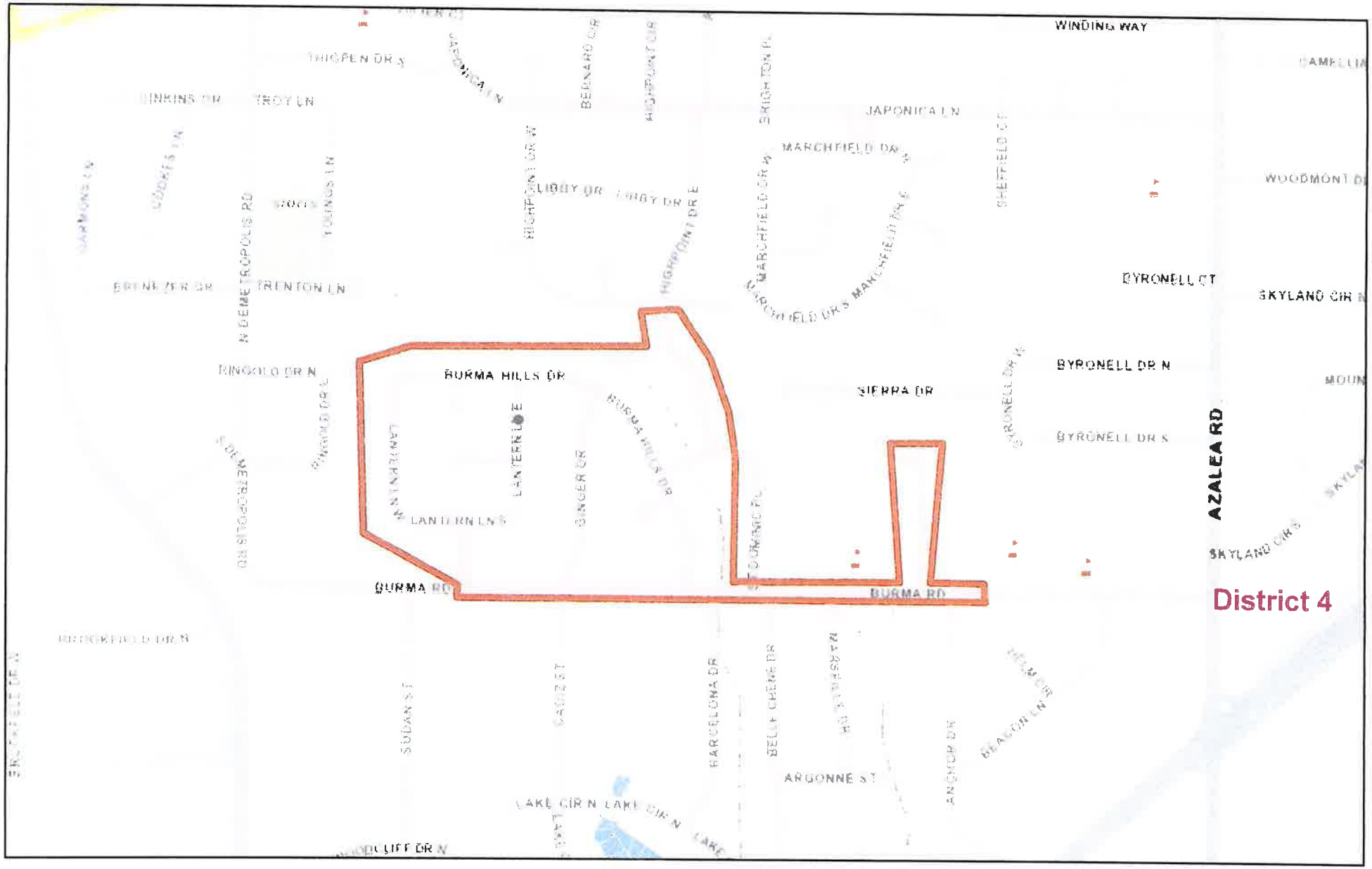

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City of Mobile GIS Department

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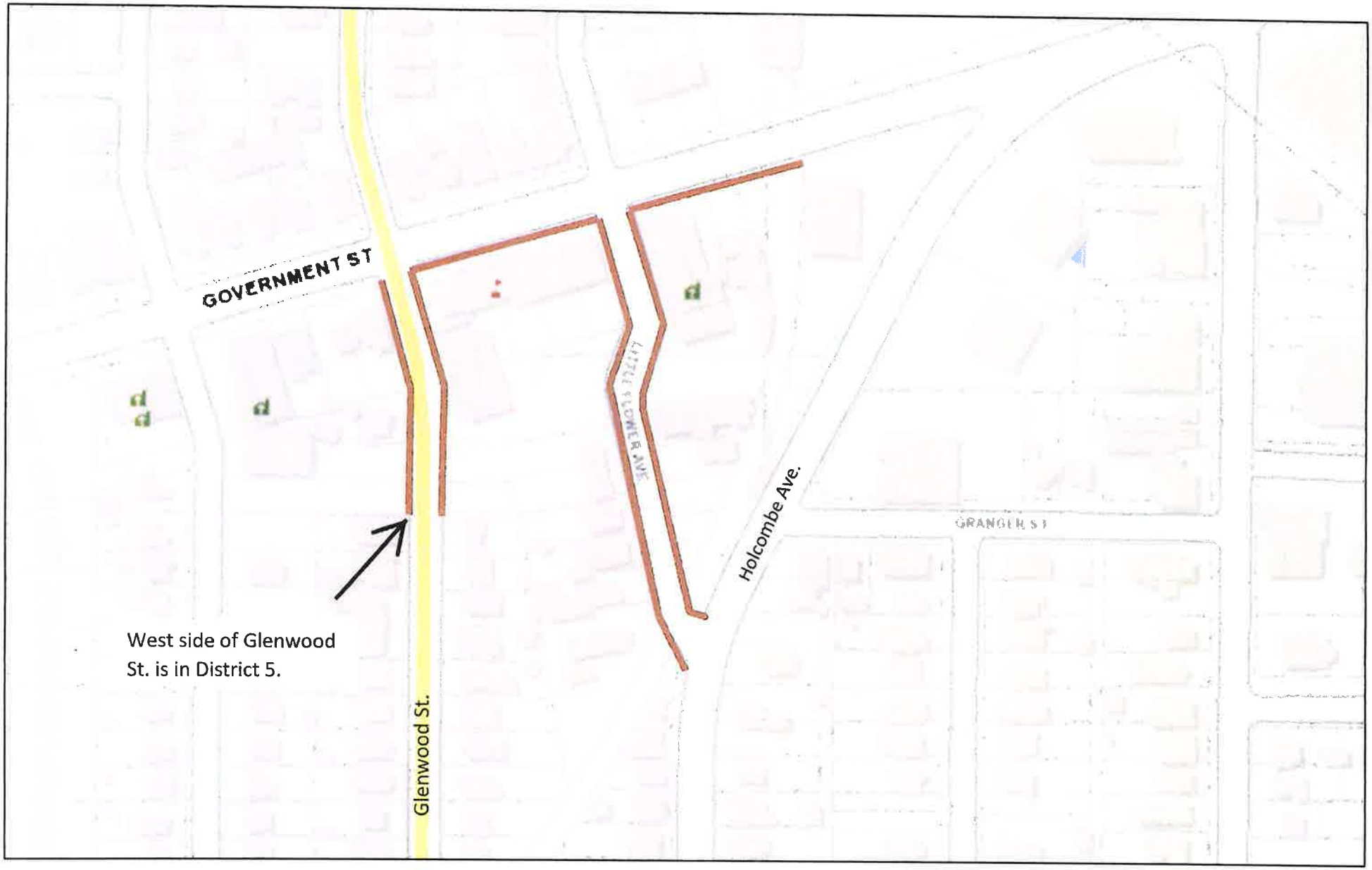

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City Council Districts

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District 5, Priority 2

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City Council Districts

City of Mobile GIS Department

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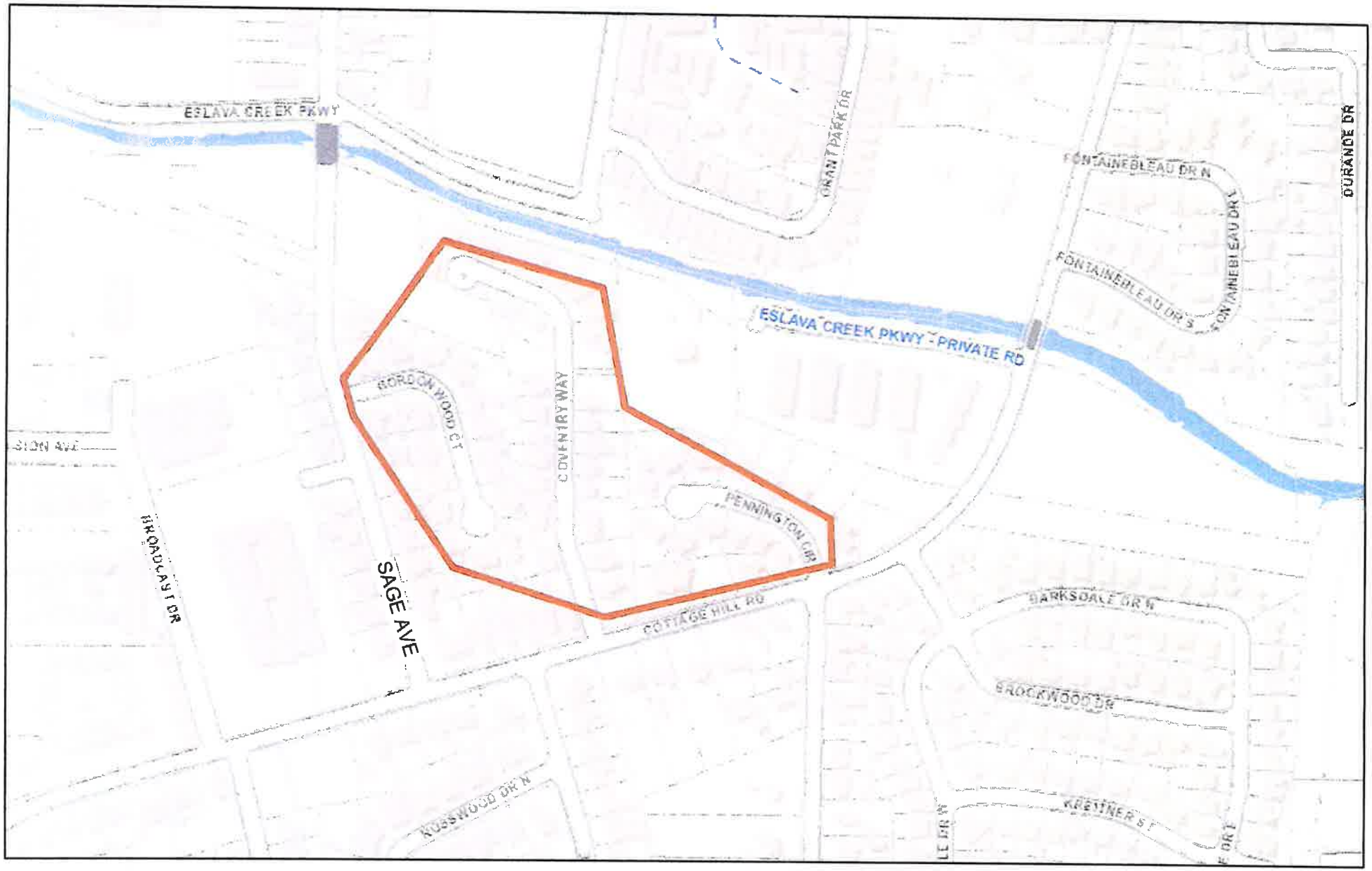

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City of Mobile GIS Department

Parcel Details

City Council Districts

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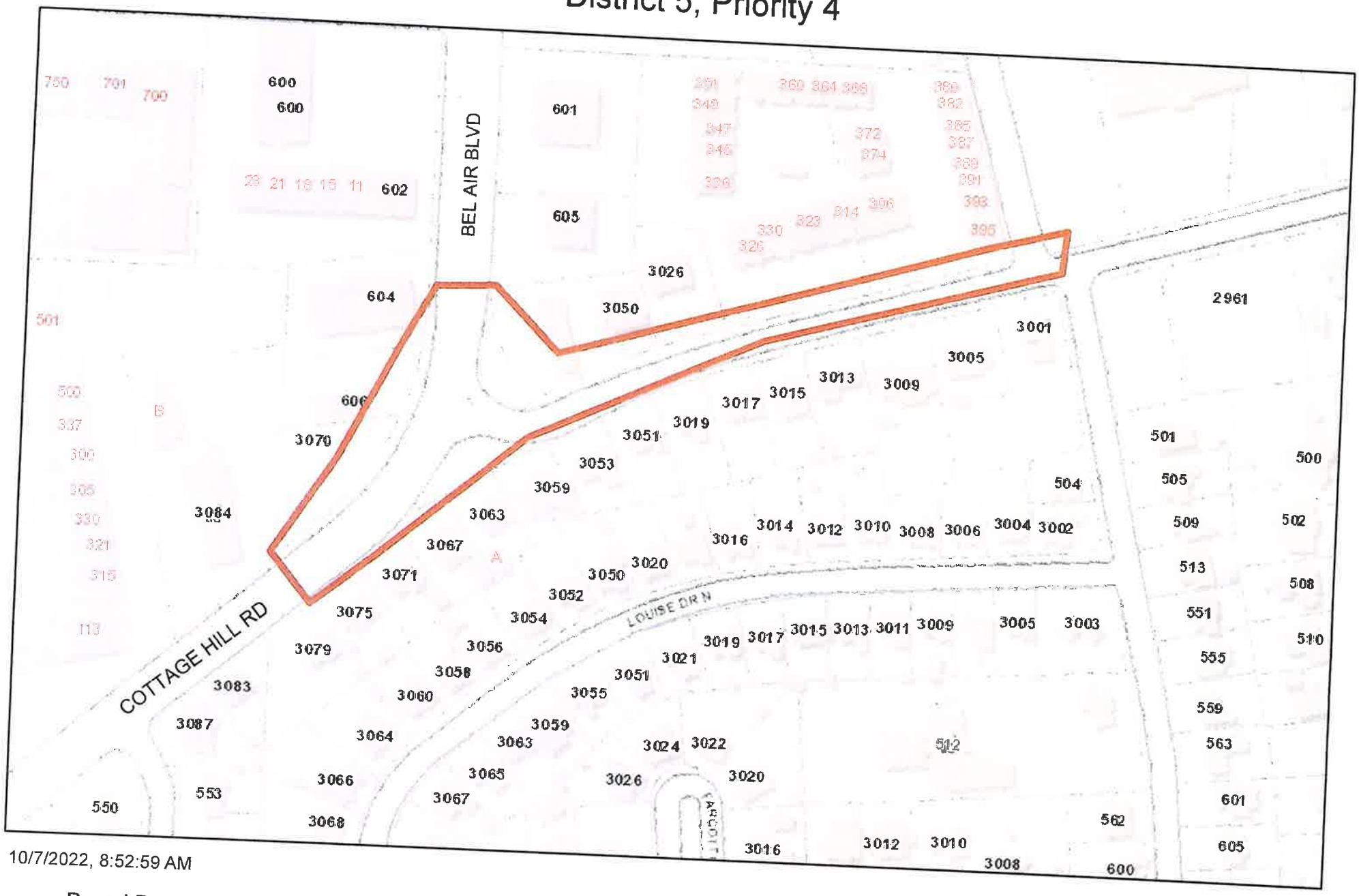

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City of Mobile GIS Department

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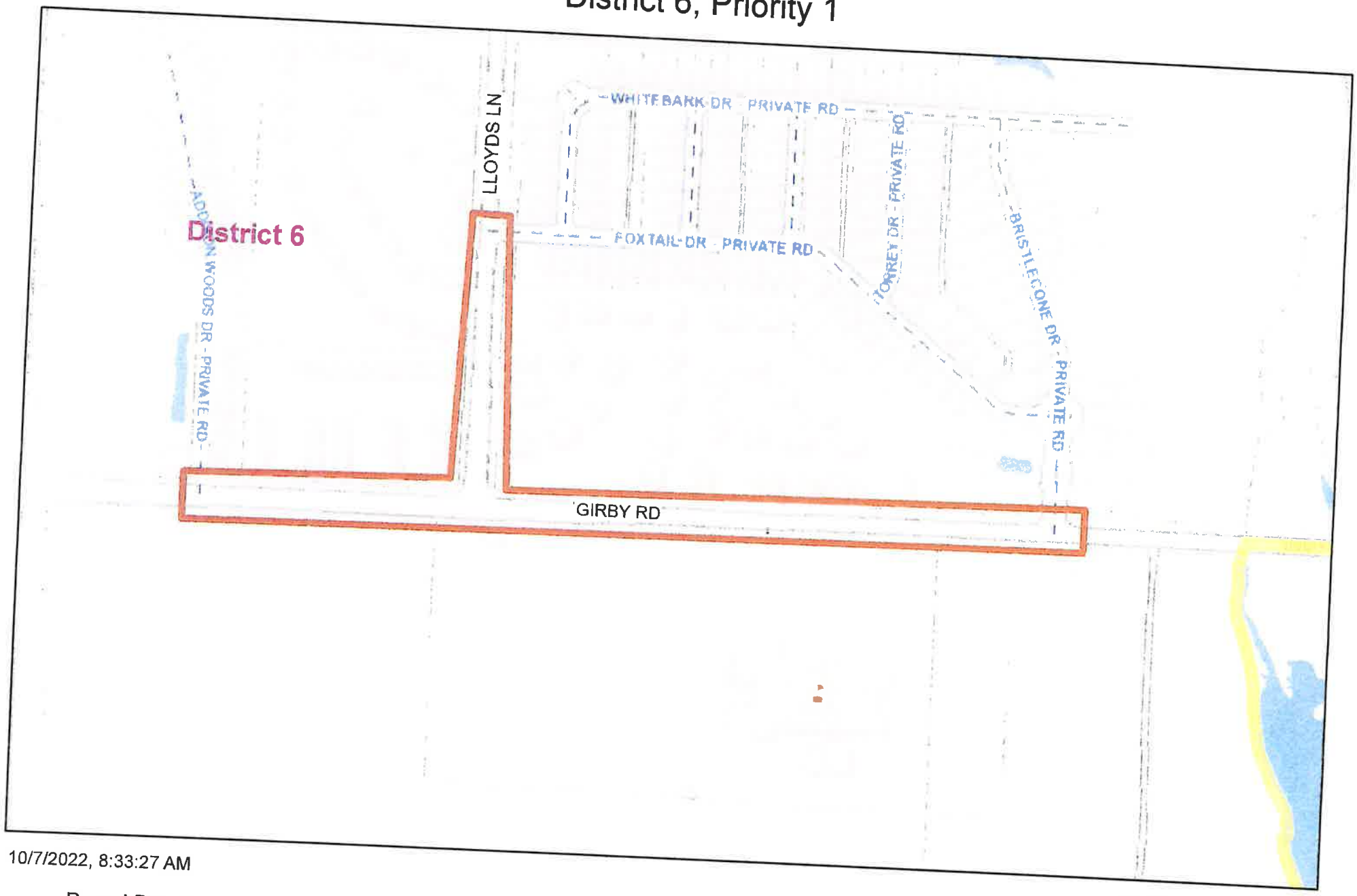
District 6, Priority 1



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City of Mobile GIS Department

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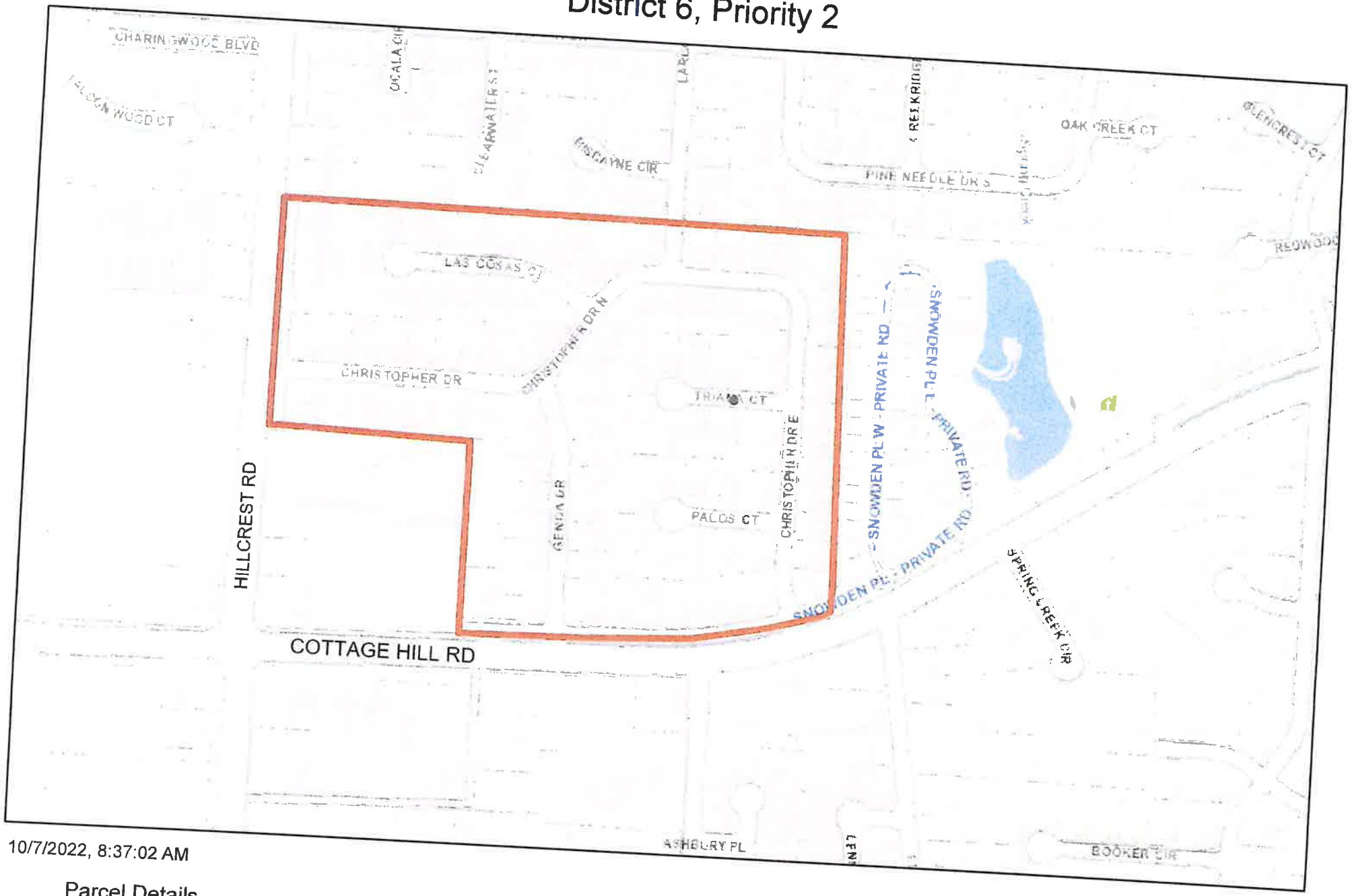
District 6, Priority 2



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City of Mobile GIS Department

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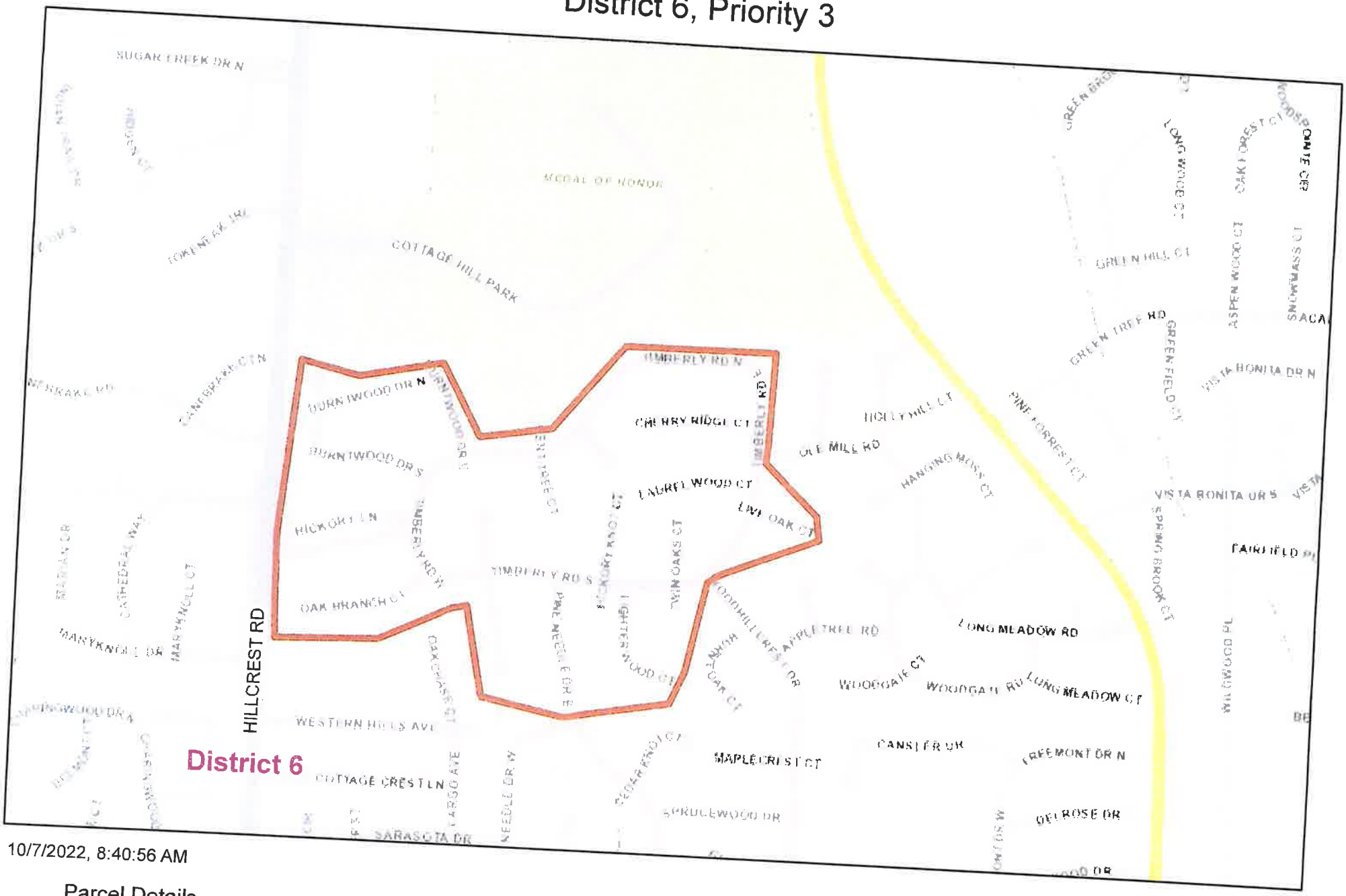
District 6, Priority 3



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City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue

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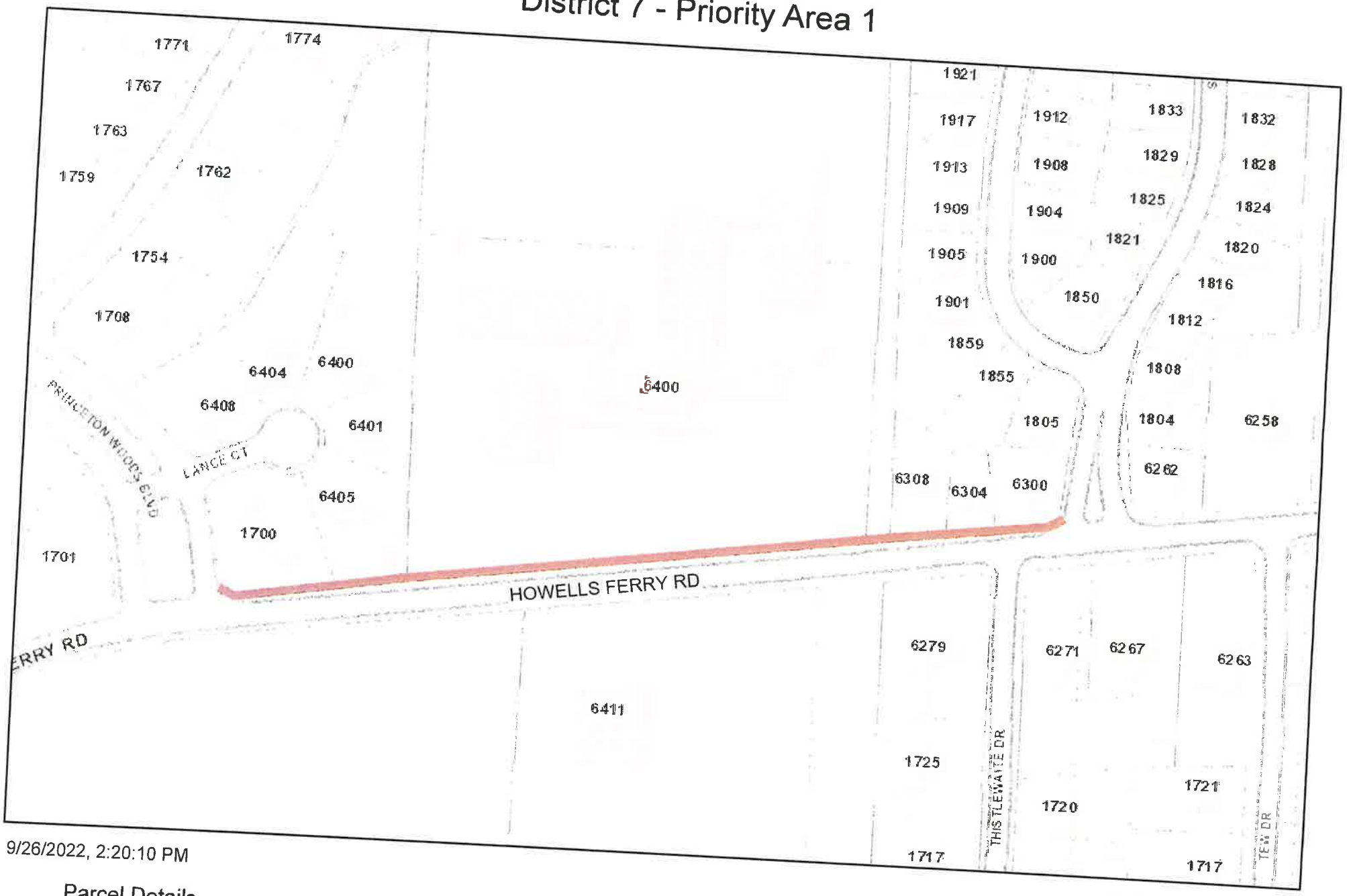
District 7 - Priority Area 1



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City of Mobile GIS Department

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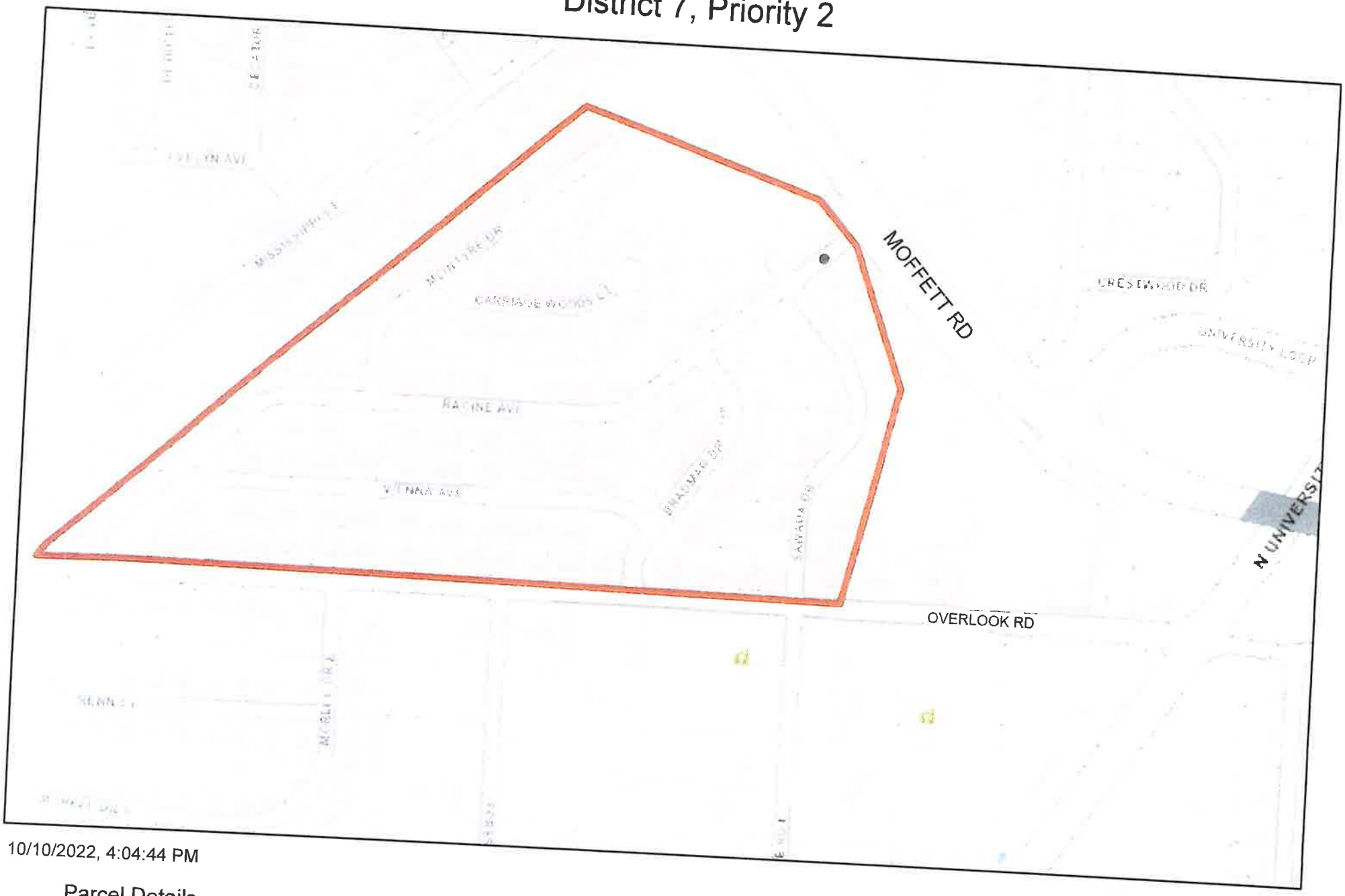
District 7, Priority 2



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City of Mobile GIS Department

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Web AppBuilder for ArcGIS

District 7, Priority 3

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City of Mobile GIS Department

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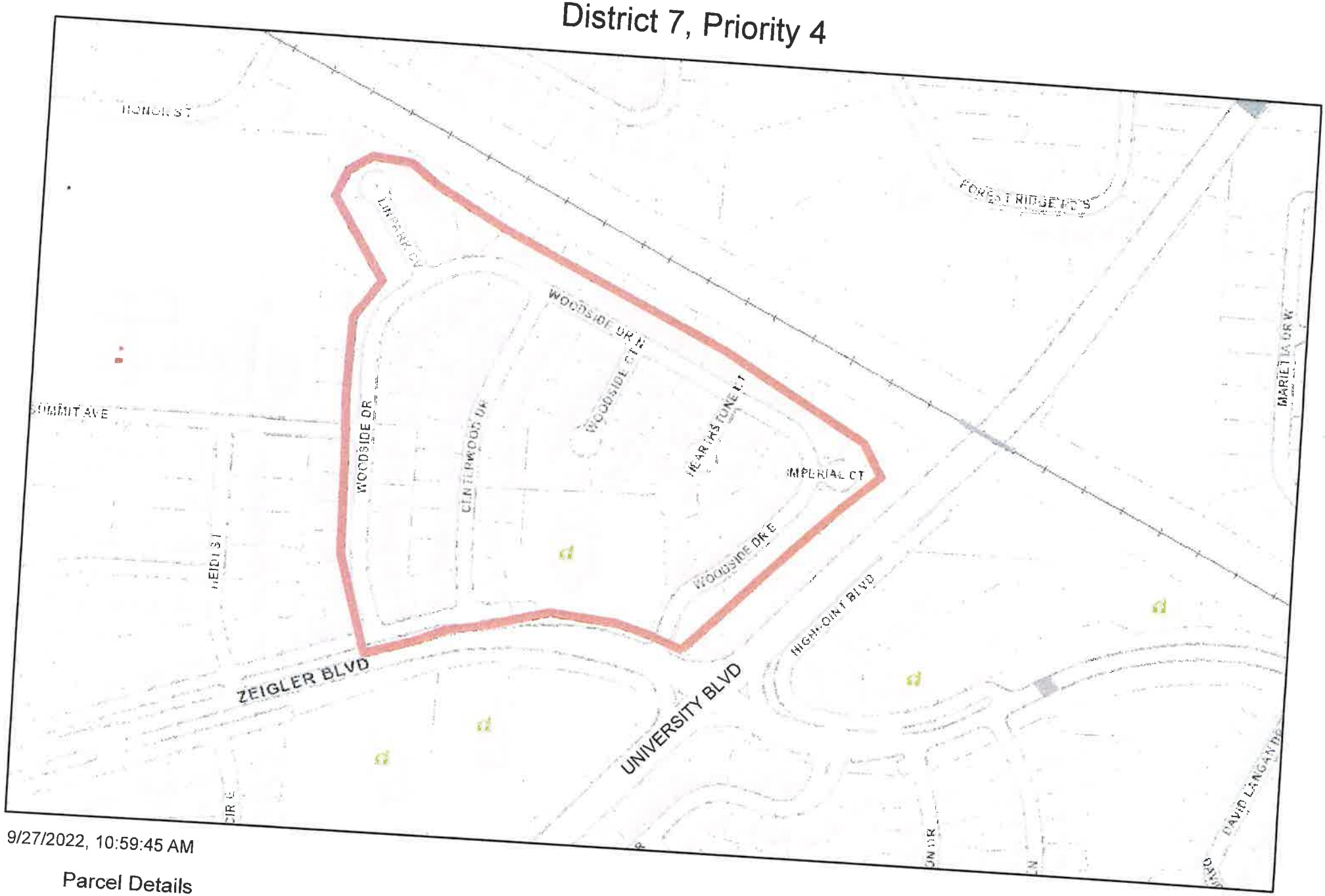

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City of Mobile GIS Department

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Web AppBuilder for ArcGIS

District 7, Priority 5

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City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile

Web AppBuilder for ArcGIS

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

PARTSMI-01 AJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2022

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 License # 231432 Hub International Gulf South 1141 Montlimar Drive Suite 2500 Mobile, AL 36609	CONTACT NAME: PHONE (A/C, No, Ext): (877) 250-6022 FAX (A/C, No): (251) 633-2822 E-MAIL ADDRESS:
INSURED Parten Smith, Inc. 8765 Beverly Rd. Extension Irvington, AL 36544	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : American Fire and Casualty Company — 24066 INSURER C : Ohio Casualty Insurance Company — 24074 INSURER D : Alabama Home Builders — NONE INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	BLS (23) 58 82 37 93	5/21/2022	5/21/2023	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 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X HCPD $50,000 Limit [X] $1,000 Comp/Coll	X	X	BAA (23) 58 82 37 93	5/21/2022	5/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X	X	USO (23) 58 82 37 93	5/21/2022	5/21/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	00120223498900	1/1/2022	1/1/2023	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
B	Commercial Automobil			BAA (23) 58 82 37 93	5/21/2022	5/21/2023	Included	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30-day Notice of Cancelltion, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"

SUBCONTRACTIN PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

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
251.208.7957
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 (Cont'd

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

Please Print Company Partensmith Inc Your Bid/Proposal Amount $ ~~1,881,000.00~~ 1,911,000.00 Date: 12-07-2022

12 / 07 / 2022 Description 2023 Citywide Sidewalk Repairs & Maintenance Proj# 2023-3005-01

Name of Bidder/Proposer: Parten Smith 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 Supply	200,000	~~9.40%~~ 10.6%	NO	
Bay Concrete	251 957 0490	Concrete Supply	200,000	~~9.49%~~ 10.6%	NO	
ADW Trucking	251-377-5154	Material Hauling/Trucking	79,750	4.24%	Yes	
Best Price Services LLC	251-458-0510	Landscaping Items	230,820	12.27%	Yes	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Parton Smith Inc.

Contact Person: Doug Parton Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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. _____

_____

_____

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: arehnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION: 2023 City Wide CIP Repair & Maintenance 2023-3005-01		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN APR JULY OCT
FEB MAY AUG NOV
MARCH JUNE SEPT DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Robert Porter Sr (affiant) who, being duly sworn says as follows:

Vice President/CEO of Porter Smith 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 Vice President for Porter Smith 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 Porter Smith Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1153468.

CEO of Porter Smith Inc

Sworn to and subscribed before me this the 7th day of December, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

RE: DBE Approval 2023 City Wide Sidewalk Repair & Maintenance

Kidd, Archnique <archnique.kidd@cityofmobile.org>
Tue 1/17/2023 2:36 PM
To: White, Jessica <jessica.white@cityofmobile.org>
Cc: Olivero, Tammy <tammy.olivero@cityofmobile.org>

Good afternoon,

The Subcontractor and Major Supplier plan for the 2023 City Wide Sidewalk Repair & Maintenance (2023-3005-01) is approved.

From: White, Jessica <jessica.white@cityofmobile.org>
Sent: Tuesday, January 17, 2023 10:27 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Olivero, Tammy <tammy.olivero@cityofmobile.org>
Subject: DBE Approval 2023 City Wide Sidewalk Repair & Maintenance

Attached is the Parten Smith Inc., DBE Request for 2023 City Wide Sidewalk Repair & Maintenance (2023-3005-01). Please review and approve.

Jessica White
Office Assistant II-Engineering
205 Government St.
3rd Floor, South Tower
Mobile, AL 36602
251.208.7458

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2023-3005-01
2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

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
CITY PROJECT NO. 2023-3005-01
2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

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.

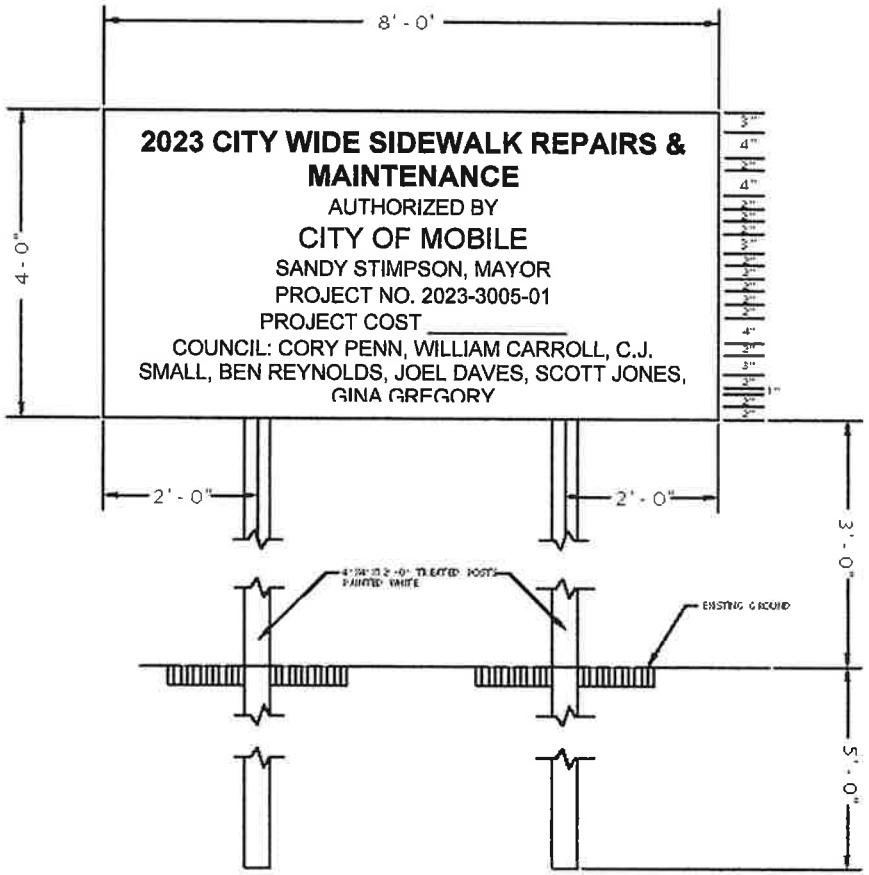
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ADDENDUM NO. 1

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood pointed 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	INITIAL ISSUE / REVISION	BY/NOTE / DATE
-		

CITY OF MOBILE
ENGINEERING DEPT

CITY STANDARDS
PROJECT SIGN DETAIL

SCALE: N.T.S. | DATE: October 2016

ADDENDUM NO. 1

ATTACHMENT "F"

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:** 12-07-2022

Name of Project: 2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

Project Number: 2023-3005-01

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:	$ 40,000.00
ADDITIVE ALTERNATE #1:	$ 1000.00

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 Parten Smith Inc

Mailing Address PO Box 189 St Elmo AL

***By (Legal Signature)**

*Name (type or print) Robert D Parten Sr (Seal)

*Title Vice President

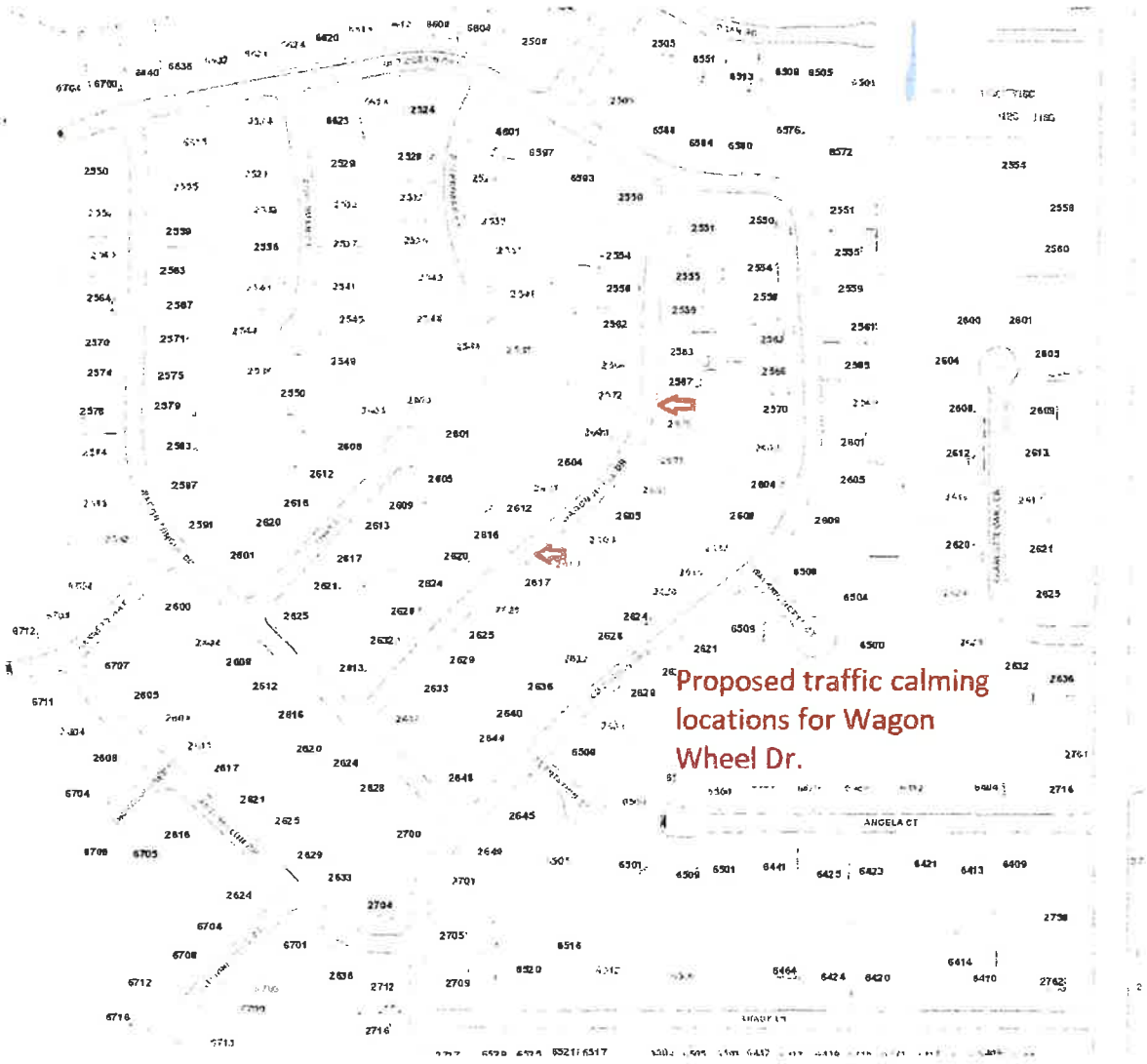
Telephone Number 251 957 1555

ATTACHMENT "G"

RUBBERIZED SPEED CUSHIONS

LOCATIONS

Road name	Number of Devices
Wagon Wheel Drive	2
Tanglewood Circle	1
Racine Avenue	3



CHAMPIONS RUN
LEGENDS RUN
FAIRWAY LN
TANGLEWOOD CIR
INVERNESS CT
CLUBHOUSE CV
MUIRFIELD CT
Proposed traffic calming location for Tanglewood Circle
Proposed traffic calming locations for Racine Ave

SPECIFICATIONS

Dimensions of the tongue and groove modules:

Width: 18" (+/- 1/16")

Length: 42" (+/- 1/8")

Thickness: 3" (+/- 1/8")

Dimensions of the Cushions are changeable by

Width: 18" increments

Length: 42" increments

Standard Dimensions of Speed Cushions

7' x 6' x 3" • 8 modules

10.5' x 6' x 3" (Flat surface 72" x 42") •12 modules

14' x 6' x 3" (Flat surface 72" x 84") •16 modules

21' x 6' x 3" (Flat surface 72" x 126") • 20 modules

Entrance and exit gradient: 1:15 (7%) Lip: .25"

Side gradient: 1:3 (35%) Lip: .25"

Physical properties:

Material: Compression molded 100% recycled synthetic and natural rubber composite

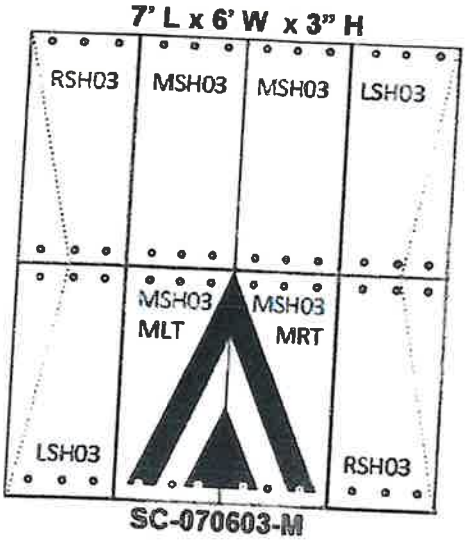
Tensile strength: minimum 500 psi

Shore hardness: minimum 70A

Specific gravity: 1.1

Deformation Rate: None; 100% recovery

Skid Resistance: 89 (Dry)



Markings: All markings are embedded into the rubber during the manufacturing process and have reflective qualities. The MUTCD pattern markings (as shown in drawings) are available in white only.

MUTCD Modified Chevron Pattern

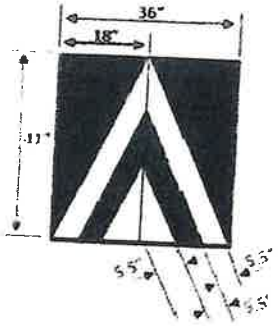
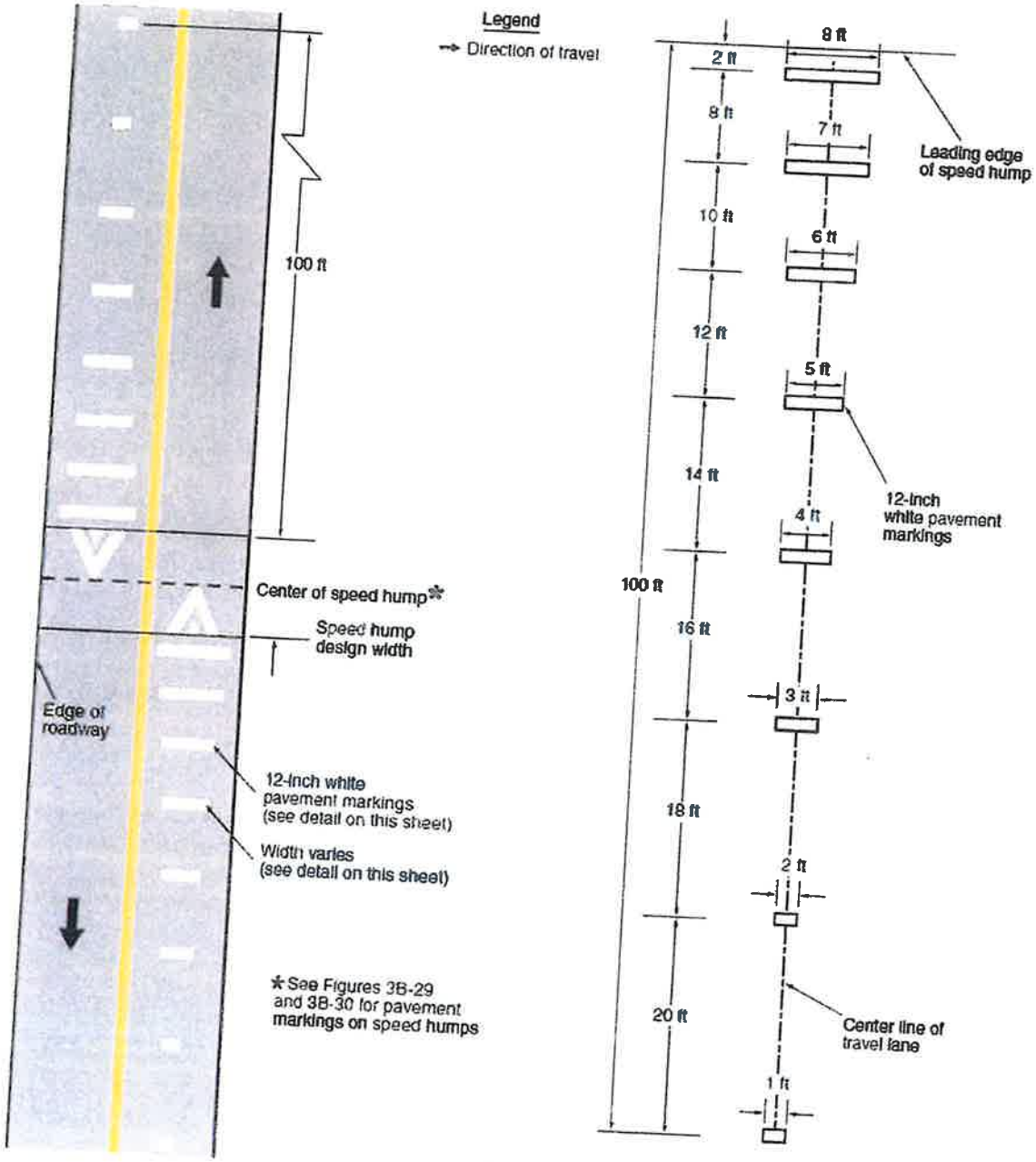


Figure 3B-31. Advance Warning Markings for Speed Humps



DETAIL—SPEED HUMP ADVANCE WARNING MARKINGS

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Archnique Kidd, Supplier Diversity Manager
Office of Supplier Diversity

Sponsored by:

Mayor William S. Stimpson

Amount of Contract:

$81,000 per year for 3 years

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Qwally Resolution	Cover Memo	2/2/2023
Qwally Agreement	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Rejected	2/2/2023 - 1:31 PM
Neighborhood Development	Cox, Shakeena	Approved	2/2/2023 - 12:35 PM
Neighborhood Development	Roberts, James	Approved	2/2/2023 - 1:39 PM
Legal	Kern, Chris	Approved	2/2/2023 - 2:29 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:23 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson;

WHEREAS, the City of Mobile adopted Ordinance 14-080-2020 on July 7, 2020 for the purpose of providing equal access to City contracts by those businesses and individuals that are disadvantaged; and

WHEREAS, the City procured Qwally, Inc., in compliance with federal requirements in 2019 to implement and design a website to promote the development and contracting capacity of local small and disadvantaged businesses as described in the City's Request for Proposals; and

WHEREAS, to remain in compliance with the previously mentioned ordinance, the City finds that it is beneficial to continue its use of the website and tracking system that has been installed to assist in the capacity of local small and disadvantaged businesses; and

WHEREAS, the City's Office of Supplier Diversity tracks participation by these businesses and individuals so as to comply with Ordinance 14-080-2020;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to enter into an agreement with Qwally, Inc., in an amount not to exceed $81,000 per year for 3 years, to assist the Office of Supplier Diversity to more efficiently track, through electronic means, participation by contractors and subcontractors as described in Ordinance 14-080-2020:

Adopted:

_____

Lisa C. Lambert, City Clerk

City of Mobile

Disadvantaged Business Enterprise Certification, Tracking & Reporting System Software and Support

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, ALABAMA, by its Mayor, (hereinafter "City") and Qwally, Inc,. (hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware.

WHEREAS, the City desires an interactive software product and product customization and support services to promote the development and contracting capacity of local small and disadvantaged businesses, and

WHEREAS, the City has determined that Contractor's software product is uniquely and best qualified, and most cost advantageous to the City, and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A** (Qwally SOW), which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for a three year period (the "Initial Term") and automatically renew for additional one year terms (each, a "Renewal Term"), unless terminated within 90-days of the then-existing term.

ARTICLE 2. Software License: Contractor hereby grants City a nonexclusive license to use the Software for its internal business purposes, provided the City complies with the other restrictions set forth in this Agreement. Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and the City receives no right, title, or interest in the Software or any copy thereof, except as expressly provided herein. Without limiting the generality of the foregoing, The City shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-license the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or underlying ideas, algorithms, or organization of any Software. Contractor shall provide

such services ("Services") as are required by any statement of work in the form attached hereto as **Exhibit A** (Statement of Work Form), executed by each party (each a "Statement of Work" or "SoW"). Upon execution, a Statement of Work will become part of this Agreement. In the event of any conflict with a Statement of Work, the terms of the Statement of Work shall govern, but only to the extent such Statement of Work expressly overrides this Agreement. The City and the Contractor may amend this Agreement from time to time by adding additional, mutually executed SoW's to this Agreement.

ARTICLE 3. Intellectual Property: The City acknowledges and agrees that Qwally owns and will continue to own all right, title and interest, including, without limitation, all intellectual property rights in and to any proprietary software and documentation provided hereunder, including, any improvements, derivative works, upgrades, updates, error or bug fixes to such software and documentation provided to the City in connection with this Agreement (the "Software"). The City further acknowledges and agrees that the City will have only the right to use the Software as set forth on Exhibit B, attached hereto and incorporated by reference. The City will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, knowhow or algorithms relevant to the Services or any Software; (b) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Contractor or authorized within the Services); (c) use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or (d) remove any proprietary notices or labels from the Services or Software.

ARTICLE 4. Services and Support: Subject to the terms of this Agreement, Contractor will use commercially reasonable efforts to provide City the Services in accordance with the Service Level Agreement provided in **Exhibit B**.

ARTICLE 5. Payment and Invoicing. Pricing shall be as indicated in **Exhibit A**. Contractor will invoice, and City agrees to pay, not later than 30 days after the Effective Date, the Year 1 "Mobile License Price". Contractor will invoice the "Mobile License Price" for Year 2 on the first anniversary date of the Effective Date, and the Mobile License Price" for Year 3 on the second anniversary date of the Effective Date. City agrees to pay all valid invoices within 30 calendar days of receipt. The City may request, and Contractor may provide, additional Professional Services at the rates indicated in **Exhibit A**.

ARTICLE 6. Data Ownership Interest. The City retains ownership of the data collected and stored by Contractor in performance of the contract. Contractor agrees to provide City, in a recoverable and transferable method, such data when requested or upon termination of the contract. The City retains ownership of any pre-existing proprietary City information and data that may be provided to Contractor. Notwithstanding the foregoing, City grants Contractor a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted

by City to Contractor (the "Data") for the development of Software or the provision of the Software Services and agrees that Contractor shall retain all right, title and interest in any aggregated and de-identified Data. Contractor may not use City branding or imply City endorsement of Contractor's product or experience without the express written consent of the City.

ARTICLE 7. Information and Materials: The City agrees to make available to Qwally any policies, documents and planning materials, pertinent City data or any other information in its possession or otherwise readily available, which has a direct bearing on the preparation of the site content.

ARTICLE 8. Review and Approval: The City shall, in a timely manner, review and approve all content before it is posted to the site. During configuration and operation of the Software, the Contractor shall submit content for City review, and the City shall timely review, provide comments, and approve such content. The City shall designate a point of contact for review of process flows, site content, wireframes, and other components of the site content that may be viewed by external parties. The City agrees that time is of the essence in this Agreement and any delays in connection with the City's obligations hereunder may impair Contractor's ability to provide the Services.

ARTICLE 9. Cooperative Competitive Sourcing: City acknowledges and agrees with Contractor that City's selection of Contractor may be acknowledged and used by other government entities to replace their respective competitive procurement selection processes for RFP and RFQ purposes such that other government entities may contract with Contractor for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process. Terms, conditions, and prices of the contract executed with Contractor may be used by other government entities to contract with Contractor for the same or substantially similar product(s) or service(s) under either the same or a separate contract.

ARTICLE 10. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, Commercial General Liability Insurance coverage of at least $1,000,000.00, and statutory automobile and workers compensation, issued by a company licensed to provide insurance in Alabama. Such policy shall name the City as an additional insured. Evidence of such insurance shall be included as **Exhibit E** to this contract.

ARTICLE 11. 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. With respect to prepaid annual license payments, Contractor will refund to City a percentage of the annual fee City already has paid to Contractor corresponding to the prorated portion remaining of the annual term. City will not be liable in that event for any as yet unpaid annual license fees for the prorated portion remaining of the annual

term. In the event of any breach or apparent breach of this Agreement by the City of any of its obligations under the terms of this Agreement, the Contractor has the right to suspend or terminate City's access to the Software. 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 12. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's gross negligence or willful misconduct in the performance of its obligations under this Agreement , for which the City is alleged to be liable by a third party, except to the extent that such Claims arise out of the City Indemnitees' negligence, willful misconduct, fraud or breach of this Agreement. City agrees to indemnify and hold the Contractor, its directors, officers, affiliates, agents, and employees (collectively, the "Contractor Indemnitees") whole and harmless from all Claims arising in any way out of City's gross negligence or willful misconduct or in connection with City's mishandling of Data in its performance under this Agreement, for which the Contractor is alleged to be liable by any third party, except to the extent that such Claims arise out of Contractor Indemnitees' negligence, willful misconduct, fraud or breach of this Agreement. The indemnifying party's obligations hereunder are conditioned on (a) the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith and (b) it having sole control and authority to defend, settle or compromise such Claim. The indemnifying party shall not be responsible for any settlement it does not approve in writing.

ARTICLE 13. Data Privacy and Security: Contractor shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of City Data. In addition, and without limiting the generality of the preceding sentence: (a) Contractor shall maintain, implement, and comply with a written data privacy and security plan (the "Privacy Plan") as set forth in Exhibit C. Contractor shall review the Privacy Plan and all other data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

ARTICLE 14. Additional Contract Provisions Required for Federal Awards: City may apply federal grant funds towards payment of Contractor. The additional contract clause provisions required by Appendix II to 2 CFR Part 200, where applicable to this Contract, are hereby incorporated by reference.

ARTICLE 15. Entire Agreement: This Agreement, including the Exhibits hereto and any SoWs, 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 16. 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 17. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to perform its obligations under this Agreement. At a minimum, Contractor will maintain a City of Mobile Alabama Business License and a certificate of qualification to transact business in Alabama.

ARTICLE 18. 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 19. 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 20. Limitation of Liability: Contractor's liability to the City or any indemnitees in the aggregate for any claim arising under or otherwise related to this Agreement shall be limited to the amounts paid to Contractor relating to such claim in the twelve months preceding such claim under this Agreement, as such may be amended from time to time. Contractor shall not be liable to the City for any special, punitive, indirect, incidental, or consequential damages of any nature.

ARTICLE 21. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 22. Notices. Notice for the City shall be mailed to:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:
Qwally, Inc.
419 Grand Court
Golden, CO 80401

And emailed to brandon@qwal.ly

ARTICLE 23. 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 24. 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 25. Warranty: Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

ARTICLE 26. Disclaimer of Warranties: CONTRACTOR DOES NOT REPRESENT THAT THE CITY'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CITY REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CONTRACTOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT CONTRACTOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING DATA OR CITY CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE IS PROVIDED TO THE CITY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. THE CITY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CITY'S PURPOSE.

ARTICLE 27. Amendments: The City may, from time to time, require changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the compensation due Contractor, which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this agreement.

ARTICLE 28. 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,

CONTRACTOR,

_____, Its CEO _____ (title)
On behalf of Contractor

1/18/2023
_____ Date

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A Qwally Statement of Work
EXHIBIT B Qwally Service Level Agreement **EXHIBIT C**
Qwally Privacy Policy and Data Security Plan **EXHIBIT D**
Insurance

EXHIBIT A: QWALLY SCOPE OF WORK

Introduction

Qwally is honored to present this expanded Statement of Work ("SOW") to the City of Mobile. After 3 years of accelerating small businesses in Mobile, AL, we are excited to build upon our strong foundation. This SOW identifies new functionality and services that Qwally, Inc. ("Contractor") will deliver for the City of Mobile, AL ("The City"). This SOW is an attachment to, effective as of, and governed by the Software Subscription Agreement (the "Agreement") by and between the parties.

Desired Outcomes

1. Renew existing features and functionality already delivered
2. Incorporate Revenue Department business license checklist
3. Incorporate Neighborhood Department Section 3 and Microloan Applications 4. Deliver on Cloud Storage and Document Upload functionality
5. Deliver on improved content management functionality
6. Improve administrative tools for accepting or denying submitted information and documentation for applications

Deliverables

1. Continued product support and update of existing features and functionality, including:
    a. Small Business Navigator "the Website" (workwith.cityofmobile.org) i. Start a business
        ii. Work with the City
        iii. Business Resources
        iv. DBE Directory
        v. About Page
        vi. Business Intake Survey
        vii. Business Log-in and Profile Management
        viii. Existing Checklists
    b. Administrative Dashboard
        i. Business Search
        ii. Business Interaction Log
        iii. Business Referrals
        iv. Section 3 Individuals Search & Referrals
        v. Site Analytics
        vi. Webinar Functionality
        vii. Open Now / Build Mobile (https://opennow.buildmobile.org/)

2. Checklist Expansion
    a. Business Licensing (Revenue Department)
        i. Checklist will be based on existing and provided documentation: https://www.cityofmobile.org/business-license-overview/#How%20to%20Apply
3. Up to 4 New Applications
    a. Updated Section 3 (Business) Application
    b. Updated Section 3 (Individual) Application
    c. Updated Microloan Application
    d. 1 Additional Application of the Customer's choosing
4. Functionality; Document Upload and Cloud Storage
    a. Ability for businesses to upload documents to associated applications or other requirements detailed in this SOW.
    b. Ability for Customer staff to save and download documents.
    c. Ability for Customer staff to deny/request revision to uploaded document with comments.
    d. Ability for Businesses to delete and re-upload files.
    e. Uploaded documents will be timestamped at time of upload.
5. Functionality; Event Management
    a. Ability for Customer to edit and/or add events to their Small Business Navigator Website.
    b. Ability to preview event prior to submission.
6. Functionality; Business Resources Management
    a. Ability for Customer to edit and/or add resources to their business resources page on the Small Business Navigator Website.
    b. Ability to preview resource prior to submission.

Roles and Responsibilities

1. Qwally
    a. Project Manager:
        i. Manages the project timeline, sets deadlines, and monitors project progress.
        ii. Manages the relationship between the Customer and Qwally's development team throughout the project timeline.
        iii. Solves issues that arise through the project timeline.
        iv. Train and onboard customer in project deliverable.
        v. Evaluate project performance.
    b. Content Manager:
        i. Develops site content and other artifacts required for the project. ii. Assures quality of content.

iii. Reports to the project manager.

c. Developer:

i. Evaluates project scope and user feedback.

ii. Manages and develops the configuration and deployment of the deliverables.

iii. Troubleshoots and deploys solutions to issues that arise during the project timeline.

iv. Create and manage technical documentation of deliverables. v. Interfaces with Customer IT staff.

vi. Reports to the project manager.

d. Customer Success Manager:

i. Manages the relationship with the Customer after the project timeline is complete.

ii. Provide ongoing training and support to Customer.

iii. Evaluates the performance of the partnership.

iv. Ensure customer satisfaction.

2. Customer

a. Project Champion:

i. The primary point of contact during the project timeline.

ii. Responsible for ensuring internal success and adherence to the project timeline.

iii. Solves issues that arise through the project timeline.

iv. Evaluates project performance.

v. Ensures internal adoption of the deliverables.

b. Subject Matter Experts:

i. Assist project team with documentation and support regarding site content creation and other deliverables relevant to the subject matter. ii. Ensure content adheres to internal policies and procedures.

Project Timeline

The project timeline represented below is based on current estimates. The timeline may shift depending on changes in priorities, customer turnover, lack of customer engagement, or other factors. Current kickoff date is planned for December 5, 2022.

Project:	1 Month	1 Month	1 Month 1 Month	1 Month	1 Month
Event Management	Development	Launch			

Business Resources Management	Development	Launch			
Business License Checklist	Planning	Development	Development Launch		
Microloan Application*	Planning and Development	Development	Development Launch		
Section 3 Applications*		Planning	Planning Development	Development	Development and Launch

*uses document upload and cloud storage functionality

Investment Summary Effective date: [12/19/2022]

The City will provide Year 1 Payment 30 days after signing. The City shall provide Year 2 payment 1 calendar year after contract signing, and Year 3 payment 2 calendar years after contract signing.

	Year 1	Year 2	Year 3
Base License Price	$81,000	$81,000	$81,000

EXHIBIT B: QWALLY SERVICE LEVEL AGREEMENT

Effective date: [12/19/2022]

1. Uptime Commitment.

The Licensor Service shall be available to Customer 99.5% of each calendar month commencing with the first full calendar month following the date of acceptance of the Licensor Service by Customer (***Uptime***). Availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a month from the total number of minutes in the applicable month, and representing the remaining minutes as a percentage of the total number of minutes in that month: ((total monthly minutes – cumulative minutes of Downtime) / total monthly minutes). Licensor currently uses standard and customary monitoring tools to track Uptime.

2. Calculation of Downtime.

Downtime Events. Subject to any applicable exclusions described below, the following shall be events that qualify as ***Downtime***: html web pages hosted by Licensor that are used by Customer access and control the Licensor Service are not accessible to Licensor's standard and customary monitoring tools over 4 successive polling attempts.

Exclusions. Scheduled maintenance resulting in Downtime Events shall not be included in the calculation of Downtime. All scheduled maintenance shall be conducted between the hours of 21:00 (EST) and 06:00 (EST) and conducted after supplying Customer with at least 2 days advance notice; provided, however, that notice shall not be required for scheduled maintenance conducted during those times on Tuesdays and Thursdays. To the extent that Licensor otherwise conducts maintenance on the Licensor Service without Customer's consent, then such Downtime Events shall be included in the calculation of Downtime. In addition, where any of the following is a cause of a Downtime Event, then the duration of such Downtime Event shall not be included in the calculation of Downtime: (i) Customer's acts other than in accordance with the applicable Licensor Service agreement, including without limitation, any negligence, willful misconduct or use of the Licensor Service in breach of such agreement; or (ii) Force Majeure - circumstances beyond Licensor's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain supplies used in or equipment needed for provision of the Licensor Service.

3. Support.

Licensor will provide manned telephone support 08:00 to 17:00 (EST), Monday through Friday and use best efforts to meet the following initial response and resolution goals.

EXHIBIT C: PRIVACY POLICY AND DATA SECURITY PLAN

Effective date: [12/19/2022]

At Qwally, we take your privacy seriously. Please read the following to learn how we treat your personal information. **By using or accessing the Services in any manner, you acknowledge that you accept the practices and policies outlined in this Privacy Policy, and you hereby consent that we will collect, use, and share your information in the following ways.**

Remember that your use of Qwally's Services is at all times subject to our Terms of Use, which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use.

What this Privacy Policy Covers

This Privacy Policy covers how we treat Personal Data that we gather when you access or use our Services. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules, or regulations. This Privacy Policy does not cover the practices of companies we don't own or control or people we don't manage.

Sources of Personal Data

We collect Personal Data about you from:

- You:
  - o when you provide such information directly to us, and
  - o when Personal Data about you is automatically collected in connection with your use of our Services.
- Our subsidiaries and affiliates (together, "Affiliates"), when they provide us with Personal Data about you.
- Third parties, when they provide us with Personal Data about you ("Third Parties"). Third Parties that share your Personal Data with us include:
  - o Service providers. For example, we may use analytics service providers to analyze how you interact and engage with the Services, or third parties may help us provide you with customer support.

Categories of Personal Data We Collect

The following chart details the categories of Personal Data that we collect and have collected over the past twelve (12) months. Throughout this Privacy Policy, we will refer back to the categories of Personal Data listed in this chart (for example, "Category A. Personal identifiers").

	Category of Personal Data Personal Data Collected	What is the source of this
		Personal Data?

A.	**Personal identifiers** *Examples: Real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number or other similar identifiers.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
B.	**Customer records identified by state law** (including the California Customer Records statute (Cal. Civ. Code § 1798.80(e))) *Name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
C.	**Protected classification characteristics under state or federal law** *Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status or genetic information (including familial genetic information).*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
D.	**Commercial information** *Examples: Records of personal property, products or services purchased, obtained, or considered, or other purchasing or*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties

	consuming histories or tendencies.		
E.	**Biometric information** *Examples: Genetic, physiological, behavioral, and biological characteristics* *or identifying activity patterns, such as* *fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health or exercise data.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
F.	**Internet or other similar** **network activity information**	List specific data collected – OR –	You / Affiliates / Third Parties

	Examples: Browsing history, search history, or information on a consumer's *interaction with a website, application or advertisement.*	"We do not collect this category of Personal Data."	
G.	**Geolocation data** *Examples: Physical location or movements.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
H.	**Sensory data** *Examples: Audio, electronic, visual, thermal, olfactory or similar information.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties

I.	**Professional or employment-related information** *Examples: Current or past job history or performance evaluations.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
J.	**Non-public education information** (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)) *Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information or student disciplinary records.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
K.	**Inferences drawn from other personal information** *Examples: Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
L.	**Age or date of birth**	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
M.	**Special categories of data under the EU General Data Protection Regulation** *Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; genetic data or biometric data processed for the purpose of uniquely identifying a natural person; data concerning health; or data concerning a natural person's sex life or sexual orientation.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties

N.	**Personal Data about children under the age of 16** *This includes any type of Personal Data that relates to someone under the age of 16.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties

The following section provides additional information about how we collect your Personal

Data. *Information Collected Automatically*

The Services use cookies and similar technologies such as pixel tags, web beacons, clear GIFs, and JavaScript (collectively, "Cookies") to enable our servers to recognize your web browser and tell us how and when you visit and use our Services, to analyze trends, learn about our user base and operate and improve our Services. Cookies are small pieces of data– usually text files – placed on your computer, tablet, phone, or similar device when you use that device to visit our Services. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Services do not support "Do Not Track" requests sent from a browser at this time.

We use the following types of Cookies:

- Essential Cookies. Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Services. Disabling these Cookies may make certain features and services unavailable.
- Functional Cookies. Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and recognize you when you return to our Services. These Cookies help us to personalize our content for you, greet you by name, and remember your preferences (for example, your choice of language or region).
- Performance/Analytical Cookies. Performance/Analytical Cookies allow us to understand how visitors use our Services such as by collecting information about the number of visitors to the Services, what pages visitors view on our Services and how long visitors are viewing pages on the Services. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Services' content for those who engage with our advertising. For example, Google, Inc. ("Google") uses cookies in connection with its Google Analytics services. Google's ability to use and share information collected by Google Analytics about your visits to the Services is subject to the Google Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google's use of cookies by visiting the Google advertising opt-out page at www.google.com/privacy_ads.html or the Google Analytics Opt-out Browser Add-on at https://tools.google.com/dlpage/gaoptout/.

You can decide whether or not to accept Cookies through your internet browser's settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on

acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your computer. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some of the Services and functionalities may not work.

To explore what Cookie setting are available to you, look in the "preferences" or "options" section of your browser's menu. To find out more information about Cookies, including information about how to manage and delete Cookies, please visit https://ico.org.uk/for-the-public/online/cookies/ or http://www.allaboutcookies.org/.

How We Use Your Personal Data

We process Personal Data to operate, improve, understand and personalize our Services. We use Personal Data for the following purposes:

- To meet or fulfill the reason you provided the information to us.
- To communicate with you about the Services, including Service announcements, updates or offers.
- To provide support and assistance for the Services.
- To create and manage your Account or other user profiles.
- To personalize website content and communications based on your preferences.
- To process orders or other transactions.
- To respond to user inquiries and fulfill user requests.
- To improve and develop the Services, including testing, research, analysis and product development. • To protect against or deter fraudulent, illegal or harmful actions and maintain the safety, security and integrity of our Services.
- To comply with our legal or contractual obligations, resolve disputes, and enforce our Terms of Use. • To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- For any other business purpose stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the "CCPA").

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated, or incompatible purposes without providing you notice.

As noted in the list above, we may communicate with you if you've provided us the means to do so. For example, if you've given us your email address, we may send you promotional email offers or email you about your use of the Services. Also, we may receive a confirmation when you open an email from us, which helps us improve our Services. If you do not want to receive communications from us, please indicate your preference by emailing us at [support@qwal.ly].

How We Share Your Personal Data

Disclosures of Personal Data for a Business Purpose

We disclose your Personal Data to service providers and other parties for the following business purposes:

- Auditing related to a current interaction and concurrent transactions, including, but not limited to, auditing compliance with this specification and other standards.
- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- Debugging to identify and repair errors that impair existing intended functionality. • Short-term,

transient use of Personal Data that is not used by another party to build a consumer profile or otherwise alter your consumer experience outside the current interaction. • Performing services on our behalf, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of the business or service provider. • Undertaking internal research for technological development and demonstration. • Undertaking activities to verify or maintain the quality or safety of a service or device that we own, manufacture, was manufactured for us, or control.

We disclose your Personal Data to the following categories of service providers and other parties:

- Service providers, including:
    - o Security and fraud prevention consultants.
    - o Hosting and other technology and communications providers.
    - o Analytics providers.
    - o Staff augmentation and contract personnel.
- Our Affiliates.
- Parties who acquire your Personal Data through an acquisition or other change of control. o Personal Data may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part).
- Other parties at your direction.
    - o Third-party business partners who you access through the Services.
    - o Other parties authorized by you.

Over the past twelve months, we have disclosed the following categories of your Personal Data to service providers or other parties for the business purposes listed above:

- A. Personal identifiers.
- B. Customer records identified by state law.
- C. Protected classification characteristics under state or federal law.
- D. Commercial information.
- E. Biometric information.
- F. Internet or other similar network activity information.
- G. Geolocation data.
- H. Sensory data.
- I. Professional or employment-related information.
- J. Non-public education information.
- K. Inferences drawn from other personal information.
- L. Age or date of birth.
- M. Special categories of data under the EU General Data Protection Regulation.
- N. Personal Data about children under the age of 16.

Sales of Personal Data

In this section, we use the term 'sell' as it is defined in the CCPA. We sell your Personal Data, subject to your right to opt-out of these sales (see the "Your Rights" section below for information about how to opt-out).

Data Security and Retention

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate

physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. You should also help protect your data by appropriately selecting and protecting your password and/or other sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account.

We retain Personal Data about you for as long as you have an open account with us or as otherwise necessary to provide you with our Services. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

Personal Data of Children

As noted in the Terms of Use, we do not knowingly collect or solicit Personal Data from children under 16; if you are a child under 16, please do not attempt to register for or otherwise use the Services or send us any Personal Data. If we learn we have collected Personal Data from a child under 16, we will delete that information as quickly as possible. If you believe that a child under 16 may have provided us Personal Data, please contact us at [support@qwal.ly].

California Resident Rights

If you are a California resident, you have the rights outlined in this section. Please see the "Exercising Your Rights" section below for instructions regarding how to exercise these rights. If there are any conflicts between this section and any other provision of this Privacy Policy and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following applies to you, please contact us at [support@qwal.ly].

Access

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months. We will provide you with the following information:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting or selling your Personal Data.
- The categories of third parties with whom we have shared your Personal Data. •

The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data for a business purpose over the past 12 months, we will identify the categories of Personal Data shared with each category of third party recipient.

If we have sold your Personal Data over the past 12 months, we will identify the categories of Personal Data purchased by each category of third party recipient.

Deletion

You have the right to request that we delete the Personal Data that we have collected from you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Services or complete a transaction or other action you have requested. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

Exercising Your Rights

To exercise the rights described above, you must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data, and (2) describes your request in sufficient detail to allow us to understand, evaluate, and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify you and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive, or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request using the following methods:

- Emailing us at: [support@qwal.ly]

We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or services, charge you different prices or rates, or provide you a lower quality of goods and services if you exercise your rights under the CCPA. However, we may offer different tiers of our Services as allowed by applicable data privacy laws (including the CCPA) with varying prices, rates, or levels of quality of the goods or services you receive related to the value of Personal Data that we receive from you.

Other State Law Privacy Rights

California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties' direct marketing purposes; in order to submit such a request, please contact us at [support@qwal.ly].

Nevada Resident Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. You can exercise this right by contacting us at [support@qwal.ly] with the subject line "Nevada Do Not Sell Request" and providing us with your name and the email address associated with your account.

European Union Data Subject Rights

EU Residents

If you are a resident of the European Union ("EU"), United Kingdom, Lichtenstein, Norway, or Iceland, you may have additional rights under the EU General Data Protection Regulation (the "GDPR") with respect to your Personal Data, as outlined below.

For this section, we use the terms "Personal Data" and "processing" as they are defined in the GDPR, but "Personal Data" generally means information that can be used to individually identify a person, and "processing" generally covers actions that can be performed in connection with data such as collection, use, storage and disclosure. Qwally will be the controller of your Personal Data processed in connection with the Services.

If there are any conflicts between this this section and any other provision of this Privacy Policy, the policy

or portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following applies to you, please contact us at [support@qwal.ly]. Note that we may also process Personal Data of our customers' end users or employees in connection with our provision of certain services to customers, in which case we are the processor of Personal Data. If we are the processor of your Personal Data (i.e., not the controller), please contact the controller party in the first instance to address your rights with respect to such data.

Personal Data We Collect

The "Categories of Personal Data We Collect" section above details the Personal Data that we collect from you.

Personal Data Use and Processing Grounds

The "How We Use Your Personal Data" section above explains how we use your Personal Data.

We will only process your Personal Data if we have a lawful basis for doing so. Lawful bases for processing include consent, contractual necessity and our "legitimate interests" or the legitimate interest of others, as further described below.

- Contractual Necessity: We process the following categories of Personal Data as a matter of "contractual necessity", meaning that we need to process the data to perform under our Terms of Use with you, which enables us to provide you with the Services. When we process data due to contractual necessity, failure to provide such Personal Data will result in your inability to use some or all portions of the Services that require such data.
    - o A. Personal identifiers.
    - o B. Customer records identified by state law.
    - o D. Commercial information.
    - o J. Non-public education information.
    - o M. Special categories of data under the EU General Data Protection Regulation.
    - o N. Personal Data about children under the age of 16.
- Legitimate Interest: We process the following categories of Personal Data when we believe it furthers the legitimate interest of us or third parties.
    - o A. Personal identifiers.
    - o B. Customer records identified by state law.
    - o C. Protected classification characteristics under state or federal law.
    - o D. Commercial information.
    - o E. Biometric information.
    - o F. Internet or other similar network activity information.
    - o G. Geolocation data.
    - o H. Sensory data.
    - o I. Professional or employment-related information.
    - o J. Non-public education information.
    - o K. Inferences drawn from other personal information.
    - o L. Age or date of birth.
    - o M. Special categories of data under the EU General Data Protection Regulation.
    - o N. Personal Data about children under the age of 16.

  Examples of these legitimate interests include:
    - o Operation and improvement of our business, products and Services
    - o Marketing of our products and Services
    - o Provision of customer support
    - o Protection from fraud or security threats

- o Compliance with legal obligations
- o Completion of corporate transactions

- Consent: In some cases, we process Personal Data based on the consent you expressly grant to us at the time we collect such data. When we process Personal Data based on your consent, it will be expressly indicated to you at the point and time of collection.
- Other Processing Grounds: From time to time we may also need to process Personal Data to comply with a legal obligation, if it is necessary to protect the vital interests of you or other data subjects, or if it is necessary for a task carried out in the public interest.

Sharing Personal Data

The "How We Share Your Personal Data" section above details how we share your Personal Data with third parties.

Transfers of Personal Data

The Services are hosted and operated in the United States ("U.S.") through Qwally and its service providers, and if you do not reside in the U.S., laws in the U.S. may differ from the laws where you reside. By using the Services, you acknowledge that any Personal Data about you, regardless of whether provided by you or obtained from a third party, is being provided to Qwally in the U.S. and will be hosted on U.S. servers, and you authorize Qwally to transfer, store and process your information to and in the U.S., and possibly other countries. You hereby consent to the transfer of your data to the U.S. pursuant to[EU-U.S. or Swiss-U.S. Privacy Shield Frameworks, respectively, the details of which are further set forth below][: (i) a data processing agreement incorporating standard data protection clauses promulgated by the European Commission, a copy of which can be obtained at https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087, (ii) binding corporate rules for data protection that align with the GDPR's requirements, or (iii) adherence to an industry- or technology-specific approved code of conduct blessed by the European Commission].

[[Qwally complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries transferred to the United States pursuant to Privacy Shield. Qwally has certified that it adheres to the Privacy Shield Principles with respect to such data. If there is any conflict between the policies in this privacy policy and data subject rights under the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit https://www.privacyshield.gov/

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Qwally is subject to the regulatory and enforcement powers of the U.S. Federal Trade Commission.

Pursuant to the Privacy Shield Frameworks, EU individuals have the right to obtain our confirmation of whether we maintain personal information relating to you in the United States. Upon request, we will provide you with access to the personal information that we hold about you. You may also correct, amend, or delete the personal information we hold about you. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data transferred to the United States under Privacy Shield, should direct their query to [support@qwal.ly]. If requested to remove data, we will respond within a reasonable timeframe.

We will provide an individual opt-out choice, or opt-in for sensitive data, before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized. To request to limit the use and disclosure of your personal information, please submit a written request to [support@qwal.ly].

In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Qwally's accountability for personal data that it receives in the United States under the Privacy Shield and subsequently transfers to a third party is described in the Privacy Shield Principles. In particular, Qwally remains responsible and liable under the Privacy Shield Principles if third-party agents that it engages to process personal data on its behalf do so in a manner inconsistent with the Principles, unless Qwally proves that it is not responsible for the event giving rise to the damage.

In compliance with the Privacy Shield Principles, Qwally commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to Privacy Shield. Please contact us at [support@qwal.ly] with any questions, concerns or complaints relating to our Privacy Shield Certification.

Qwally has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit http://www.bbb.org/EU-privacy-shield/for-eu-consumers for more information and to file a complaint. This service is provided free of charge to you.

If your Privacy Shield complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See Privacy Shield Annex 1 at https://www.privacyshield.gov/article?id=ANNEX-I-introduction.]

[Qwally has certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks set forth by the U.S. Department of Commerce regarding the collection and use of Personal Data transferred from the EU and Switzerland to the U.S., respectively. For more information about the Privacy Shield Program, and to view Qwally's certification, please visit www.privacyshield.gov. Qwally is committed to the Privacy Shield Principles of (1) notice, (2) consent, (3) accountability for onward transfer, (4) security, (5) data integrity and purpose limitation, (6) access and (7) recourse, enforcement and liability with respect to all Personal Data received from within the EU and Switzerland in reliance on the Privacy Shield. The Privacy Shield Principles require that we remain potentially liable if any third party processing Personal Data on our behalf fails to comply with these Privacy Shield Principles (except to the extent we are not responsible for the event giving rise to any alleged damage). Qwally's compliance with the Privacy Shield is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

Please contact us at [support@qwal.ly] with any questions or concerns relating to our Privacy Shield Certification. If you do not receive timely acknowledgment of your Privacy Shield-related complaint from us, or if we have not resolved your complaint, you may also resolve a Privacy Shield-related complaint through JAMS, an alternative dispute resolution provider located in the United States. You can visit https://www.jamsadr.com/file-an-eu-us-privacy-shield-or-safe-harbor-claim for more information or to file a complaint, at no cost to you. Under certain conditions, you may also be entitled to invoke binding arbitration for complaints not resolved by other means.]]

Changes to this Privacy Policy

We're constantly trying to improve our Services, so we may need to change this Privacy Policy from time to time as well, but we will alert you to changes by placing a notice on the https://qwal.ly/ website, by sending you an email, and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes. Use of information we collect is subject to the Privacy Policy in effect at the time such

information is collected.

Contact Information:

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Data, your choices and rights regarding such use, please do not hesitate to contact us at:

- https://qwal.ly/
- [support@qwal.ly]

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/22

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: Cathy Bentley
AP Insurance Group 276 Alden Road FAIRHAVEN, MA 02719	PHONE (A/C, No, Ext): 508-992-3130 FAX (A/C, No): 508-991-6012 E-MAIL ADDRESS: cathy@apinsgroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: The Hartford
INSURED Qwally Inc. 500 Franklin Street Suite #3 Cambridge, MA 02139	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC X OTHER Professional Liability	Y		08SBAAC7992	02/21/22	02/21/23	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			08SBAAC7992	02/21/22	02/21/23	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
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		08WECADIADZ	03/29/22	03/29/22	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Data Breach			08SBAAC7992	02/21/22	02/21/23	Data Response Expe Defense & Liability	25,000 50,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 205 Government Street Mobile , AL 36602	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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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, the Consulting Service Agreement between the City of Mobile and John Hoggard d/b/a Utility Planning Network, attached hereto or one substantially similar, and made a part hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Consulting Service Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D002\P005\00113650.doc

CONSULTING SERVICE AGREEMENT

This agreement made and entered into this ____day of January, 2023, by and between THE CITY OF MOBILE ALABAMA of Mobile, Alabama, hereinafter "Customer" or “City", and John Hoggard d/b/a UTILITY PLANNING NETWORK (UPN), 100 Powdermill Road, Acton, Massachusetts 01720, hereinafter “Service Provider” or “UPN”.

1. **SCOPE OF SERVICES**. The services to be performed by Service Provider pursuant to this agreement (the “services”) are specified as follows:

This project prepares 311 employees to deliver excellent service to citizens using the new CRM system implemented by the City. The project comprises three phases:

- Documenting Existing Processes
- Analyzing Processes for Improvement Opportunities
- Analyzing Customer Touchpoints for Customer Experience (CX) Opportunities

Using a pre-defined bucket of hours over the initial engagement period of 6.5 months, UPN will work with City's allotment of hours conducting the following specific services:

- CRM System Testing / Training Audit
- Process Mapping Interviews
- Process Map Generation
- System Analysis
- Customer Service Analysis
- Process Improvement
- Procedural Documentation Generation
- Staff Training

The Scope of Work may be modified, added, or removed, upon mutual agreement in writing by Customer and Service Provider.

2. **TERM OF AGREEMENT**. The parties hereby agree that this agreement shall take effect on the date of the full execution of the agreement by both parties and shall continue until the maximum amount of compensation provided in Paragraph 3 has been paid, or until terminated pursuant to paragraph 18 of this Agreement.

3. **COMPENSATION**. The amount of this agreement is $75,000.00 inclusive of travel expenses. For the advisory services listed under this agreement (Section 1), the Customer will pay to the Service Provider compensation for each UPN resource in the hourly amounts itemized as follows:

- $225/hr for John Hoggard for Work Weeks during which the specified UPN resource is not traveling to CUSTOMER, where a “Work Week” is defined as starting on Sunday and ending on the following Saturday.
- $175/hr for any other UPN resources for Work Weeks during which the specified UPN resource is not traveling to CUSTOMER, where a “Work Week” is defined as starting on Sunday and ending on the following Saturday.
- In lieu of billing travel expenses as incurred, UPN will bill an additional $45/hr for Work Weeks during which any UPN resource is traveling to CUSTOMER offices for any part of the Work Week.

In the event that less than two (2) weeks prior notice is given to travel, an additional $30/hr for the Work Week will be billed per UPN resource. For all UPN resources on-site at CUSTOMER during a Work Week, all hours for the Work Week for the specific onsite UPN resource(s) will be billed the entire week regardless of the number of days the UPN resources are on site at CUSTOMER. All travel hours from a UPN’s home base location to Mobile are billed at the prevailing hourly rate. UPN resources required to travel and/or work on weekends are billed at 1.5 times the prevailing rate. Weekends are defined starting 5pm Friday through 5am Monday (Eastern time).

The Customer is entitled to deduct from the Service Provider’s compensation any applicable deductions

and remittances as required by law.

4. **LATE PENALTIES**. The following penalties will be imposed on the Customer for failing to pay the Service Provider in a timely fashion. Customer agrees to pay Service Provider invoices within thirty (30) calendar days from the date of receipt of invoice. A late payment fee of one and a half percent (1.5%) per month of the invoiced amount may be charged for payments received after thirty (30) days.

5. **EXPENSES**. The Service Provider will not bill travel expenses as incurred. However, under mutual written agreement by both UPN and CUSTOMER, both parties may agree to have UPN bill travel expenses as incurred. Such expenses would include but are not limited to rental car expenses, personal auto miles at standard government rates, meals, per diems, airport parking, ordinary coach airfare and lodging. The Service Provider will furnish, after the expense is incurred, all incurred statements and vouchers to the Customer for all such expenses.

6. **INDEMNIFICATION**. Service Provider shall indemnify, defend and hold harmless Customer and its elected officials, officers, directors, affiliates, agents and employees from and against all claims, actions, damages, losses, penalties, and expenses, including reasonable attorneys' fees and disbursements, arising out of or resulting from its wrongful acts or negligence related to the services performed under this agreement by the Services Provider. Customer agrees that one CUSTOMER employee who is highly knowledgeable in all customer-centric processes from CUSTOMER will be assigned a dedicated role of "Project Liaison" and as such is the single point of contact for Service Provider. Customer agrees that the assigned "Project Liaison" will be empowered by CUSTOMER with the necessary time, authority, expertise and resources to assist in making this project a success. All CUSTOMER employees assigned to work on this project will be collaborative and available throughout the life of this project, and CUSTOMER recognizes that such collaboration and availability is critical to project success.

7. **RESPONSIBILITIES OF CUSTOMER AND SERVICE PROVIDER**. Customer will provide Service Provider's authorized representatives with access to its facilities, systems, application data, business process documentation, business and technical subject matter experts, and any other systems, data, documentation, or Customer personnel that are reasonably required for Service Provider's representatives to carry out the scope of services and work defined under this agreement.

For all on-site work: Customer will provide on-site office space at their facility for the Service Provider representatives. Customer will also provide on-site Service Provider representatives with access to a telephone, desk/workspace, conference room, printer/fax/copier, connection to the internet and any other services and materials Service Provider representatives may reasonably request in order to perform the work. Service provider and its representatives will observe all security and safety policies at the Customer's facility.

Customer hereby designates City's Director of Office of Strategic Initiatives or an alternate designee as representative to review and accept documents submitted by Service Provider and represent Customer in all matters associated with this agreement. The representative shall render decisions and provide information in a timely manner.

8. **NOTICE**. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and either served personally, by registered mail or certified mail. The addresses for any notice to be delivered to any of the parties to this agreement are as follows:

(A) City of Mobile
c/o Jayson D'Alessandro, Director, Office of Strategic Initiatives
jd@cityofmobile.org

(B) Utility Planning Network (c/o John Hoggard)
100 Powdermill Road, Box 230
Acton, Massachusetts 01720

or to such other address as to which any party may from time to time notify the other in writing.

9. **NO THIRD-PARTY BENEFICIARIES**. No person or entity may claim third-party beneficiary rights hereunder.

10. **TITLES/HEADINGS**. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

11. **CONFIDENTIALITY**. Both parties and their representatives acknowledge that a material term of this agreement is to keep all confidential information belonging to each party absolutely confidential and protect its release to the public. Both parties and their representatives agree not to divulge, reveal, report or use, for any purpose, any confidential information which each party and their representatives have obtained or which was disclosed to the other party and its representatives.

"Confidential Information" means (a) information of a party in all forms which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, as well as (b) other information that is provided to or obtained by one party and that is valuable to the other party and not generally known by the public.

The obligation to protect the confidentiality of the Customer's confidential information will survive the termination of this Agreement.

Either party may disclose any of the confidential information:

(A) to a third party where there is consent in writing to such disclosure; and

(B) to the extent required by law, including the Alabama Public Records Law, or by the requirement of any judicial, legislative, administrative or other governmental body. However, the party subject to disclosure of confidential information will first have given prompt notice to the other party of any possible or prospective order (or proceeding pursuant to which any order may result), and the other party will have been afforded a reasonable opportunity to prevent or limit any disclosure.

Notwithstanding the foregoing provisions, the Service Provider may indicate Customer as a client and project reference.

12. **ASSIGNMENT**. This agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider and its representatives. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this agreement without the prior written consent of the Customer.

13. **NON-SOLICITATION**. Customer agrees that during the term of this Agreement and twelve months after expiration of this Agreement, Customer will not, directly or indirectly, hire any UPN resource on a full-time or part-time basis unless agreed to in writing by UPN .

14. **MODIFICATION OF AGREEMENT**. Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by the party to be bound or an authorized representative of the party to be bound.

15. **GOVERNING LAW**. This agreement shall be governed by the laws of the State of Alabama without regard to its conflicts of law principles. Any judicial proceeding relating to this agreement must be brought in the courts of the State of Alabama and venue shall lie in Mobile County, Alabama. Each party consents to the jurisdiction of such courts, agrees to accept service of process by mail, and waives all jurisdictional and venue defenses otherwise available to it.

16. **ENTIRE AGREEMENT AND PRIORITY**. This agreement, together with the services attached hereto constitutes the entire agreement between the parties and supersedes any other existing agreement between them, whether oral or written, with respect to the particular subject matter thereof. There are no oral understandings or undertakings of any kind with respect hereto not expressly set forth and contained herein. Nothing in this agreement shall nullify any amounts owed to the Services Provider by the Customer for services rendered prior to the date of this agreement.

17. **SEVERABILITY**. In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable

with the invalid or unenforceable parts severed from the remainder of this agreement.

18. **TERMINATION OF AGREEMENT**. The Service Provider may terminate this agreement at any time by giving thirty (30) days' written notice to the Customer. The Customer may terminate this agreement at any time by giving thirty (30) days written notice to the Service Provider. Upon termination of the agreement, Customer shall pay Service Provider the compensation owed for services rendered prior to the date of termination . If Customer terminates this agreement prior to completion for any reasons other than Service Provider gross negligence or fraud, Customer will pay Service Provider a total of $15,000 to cover unanticipated losses of Service Provider, plus all UPN travel expenses incurred for trips previously booked for travel dates after cancellation.

19. **WAIVER**. No waiver of any provisions of this agreement shall be binding unless executed in writing by the party making the waiver. No delay in the enforcement of any provisions shall constitute a waiver of the right to enforce said provisions in that or any other instance.

20. **INTERPRETATION**. The parties acknowledge that each equally participated in the negotiation and drafting of this agreement and, therefore, no terms or provisions shall be construed in favor of either party as a drafter of the agreement.

21. **NON-DISCRIMINATION**. Parties 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

22. **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.

23. **ANTI-BOYCOTT.** Anti-Boycott. Contractor 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.

24. **INSURANCE.** UPN shall maintain a general liability policy of insurance in a minimum amount of $1,000,000.00, at all times during the term of this contract, naming the City as an additional insured, and shall deliver to the City a certificate of insurance evidencing said coverage.

IN WITNESS WHEROF, the undersigned have duly executed this agreement on the day and date first above written.

SERVICE PROVIDER:

_____
JOHN HOGGARD
Utility Planning Network

STATE OF _____
COUNTY OF _____

I, the undersigned authority, in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

CITY OF MOBILE:

_____
William S. Stimpson
Mayor

ATTEST BY:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

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 UJ Chevrolet Co Inc for a 2023 Chevrolet Tahoe SUV for Public Safety.

General fund/Motor Pool Capital

Amount of Contract:

$65,190.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 UJ Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3369	2023	(F7000) MOTOR POOL	2023 CHEVROLET TAHOE SUV FOR PUBLIC SAFETY (SEALED BID 5756)	$65,190.00	(210000) UJ CHEVROLET CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003369-00 FY 2023
ACCOUNTS PAYABLE	PO 23004324
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	210000	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SUV AS SPECIFIED: 2023 OR NEWER CHEVROLET TAHOE BLACK IN COLOR, 5.3L ENGINE, AUTOMATIC, PREMIUM LEATHER SEATS, TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, BUCKET SEAT SECOND ROW #ATV AS PER MY BID #5756 AND YOUR QUOTE	1.00 EACH	65190.00000	65190.00

Additional Description Notes

2023 OR NEWER CHEVROLET TAHOE BLACK IN COLOR, 5.3L ENGINE, AUTOMATIC, PREMIUM LEATHER SEATS, TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, BUCKET SEAT SECOND ROW, MUST BE ON THE LOT OR DELIVERED WITHIN 2-WEEKS OF BID AWARD. REQUESTED BY THE POLICE DEPARTMENT FOR DIRECTOR BATTISTE.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 65190.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Bill To	Requisition 00003369-00 FY 2023
ACCOUNTS PAYABLE	PO 23004324
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	210000	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			65190.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	65190.00	2075685.94

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	65190.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	12/27/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/27/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/27/22	CASI CALLAWAY	Auto approved by: 910520042
Approved	12/27/22	MARC VASSALLO	
Unknown	01/26/23	JOHN PAINE	
Approved	01/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/26/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/26/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/26/23	JOHN PAINE	
Approved	01/26/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5756
SPORTS UTILITY VEHICLE

KIG VEHICLE CONCEPTS	UJ CHEVROLET	DONOHOO CHEVROLET
$72,886.00	$65,190.00	$62,296.50
		$65,410.80***

***local vendor preference

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:
01/02/2023	5756	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

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

SPORTS UTILITY VEHICLE

Appx. 1- 3

2023 year or newer model 2WD Sports Utility Vehicle, use with equipment options as below and following **MINIMUM** specifications:

Chevrolet Tahoe LT 2WD or Equivalent.

Year, Make & Model _____

Minimum Specifications:

- 2023 or newer Chevrolet Tahoe LT 2WD or equal
- 5.3 liter gasoline engine
- Premium leather seats

Options

- 2nd row manual bucket seats, Chevy package, #ATV
- 20" wheels, 20" x 9" painted aluminum with machine face and Argent Metallic pockets
- Black in color
- Trailer package

Additional vehicles can be listed on a separate sheet and attached.

Furnish Literature and Specifications.

Vehicle may be on lot or will be delivered within 3 weeks of the award of this bid and issuance of a Purchase Order.

Time to deliver vehicle after receipt of order/award _____

Vendor shall identify the specific vehicle within 2 days of award by VIN and deliver the vehicle identified within 3 weeks of the award of this bid.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Upon award the City will purchase one (1) Chevrolet Tahoe or equal and may buy up to a total of 3 if budget allows.

Color to be black.

Include Certificate of Title in your bid price.

The City reserves the right to inspect any vehicle bid prior to award.

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

If vehicle is picked up by a City employee, there will be a $1,000.00 deduction from the payment to the vendor of price bid.

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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 purchasing@cityofmobile.org.

Delivery may be a consideration in the award of this bid.

CITY WILL AWARD VEHICLES BASED ON PRICING 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.

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:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cellebrite Inc for forensic software subscription renewals for MPD Cyber.

General fund.

Amount of Contract:

$217,841.08

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

ATTACHMENTS:

Description	Type	Upload Date
20230131 Cellebrite Agenda Package POs	Cover Memo	1/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4545	2023	(1545) POLICE CYBER DIVISION	FORENSIC SOFTWARE RENEWAL FOR MPD CYBER (SOLE SOURCE RENEWAL OF EXISTING SOFTWARE)	$217,841.08	(293683) CELLEBRITE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE: Q-274468-1 *RENEWAL OF EXISTING SOFTWARE **NON-DISCLOSURE** CELLEBRITE PREMIUM SOFTWARE RENEWAL FOR EXISTING FORENSIC AND INTELLIGENCE SYSTEMS. ALL CELLEBRITE SOFTWARE IS NOW ON THE SAME RENEWAL SCHEDULE. PRICE INCLUDES FREIGHT FOR RENEWAL UPGRADE DONGLES. CUSTOMER ID: SF-00171074 END DATE: MARCH 30, 2024. EMAIL PO TO: ARIEL.SEGAL@CELLEBRITE.COM			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes U-AIS-02-083 PREMIUM ES UNLIMITED EVS SUBSCRIPTION MARCH 31,2023-MARCH 30,2024 345293526780177681 Vendor Item Inventory Item/Loc 1723	1.00 EACH	98500.00000	98500.00
1	1000.30.15.1530.1545.1530.0000.0000.42140.			98500.00

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
CELLEBRITE INC
7 CAMPUS DRIVE
SUITE 210

PARSIPPANY, NJ 07660

Tel#201-848-8552

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- U-AIS-02-086 PREMIUM ES UNLIMITED END POINT SUBSCRIPTION QTY 10 MARCH 31,2023-MARCH 30,2024 4780485, 994859543, 1869929419, 1966060291, 2045871822, 365068262, 511208586, 877440237, 592201067, 1718102971 Vendor Item Inventory Item/Loc 1723	1.00 EACH	34500.00000	34500.00
1	1000.30.15.1530.1545.1530.0000.0000.42140.			34500.00

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- U-AIS-02-086 PREMIUM ES UNLIMITED END POINT SUBSCRIPTION JULY 17,2023-MARCH 30,2024 39148386 Vendor Item Inventory Item/Loc 1723	1.00 EACH	2464.38000	2464.38
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			2464.38

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- A-SOW-11-003 UFED 4PC ULTIMATE SW RENEWAL FEB 4, 2023-MARCH 30,2023 1869929419, 1966060291, 365068262, 511208586, 877440237 Vendor Item Inventory Item/Loc 1723	5.00 EACH	4947.94000	24739.70
1	1000.30.15.1530.1545.1530.0000.0000.42140.			24739.70

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
005	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- A-SOW-11-003 UFED 4PC ULTIMATE SW RENEWAL MARCH 16, 2023-MARCH 30, 2024 2045871822 Vendor Item Inventory Item/Loc 1723	1.00 EACH	4476.71000	4476.71
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			4476.71

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor
CELLEBRITE INC
7 CAMPUS DRIVE
SUITE 210

PARSIPPANY, NJ 07660

Tel#201-848-8552

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
006	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- A-SOW-11-003 UFED 4PC ULTIMATE SW RENEWAL APRIL 07, 2023- MARCH 30, 2023 4780485, 994859543 Vendor Item Inventory Item/Loc 1723	2.00 EACH	4217.54000	8435.08
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			8435.08

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
007	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- A-SOW-11-003 UFED 4 PC ULTIMATE SW RENEWAL JULY 17, 2023-MARCH 30, 2024 39148386 Vendor Item Inventory Item/Loc 1723	1.00 EACH	3027.67000	3027.67
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			3027.67

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor
CELLEBRITE INC
7 CAMPUS DRIVE
SUITE 210

PARSIPPANY, NJ 07660

Tel#201-848-8552

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
008	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- S-UFD-15-086 UFED CLOUD SW RENEWAL ADD ON DONGLE APRIL 7, 2023-MARCH 30, 2024 4780485 Vendor Item Inventory Item/Loc 1723	1.00 EACH	2574.66000	2574.66
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			2574.66

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
009	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- S0UFD-16-003 PATHFINDER TEAMS RENEWAL MARCH 20,2023-MARCH 30,2024 470069839611392431 Vendor Item Inventory Item/Loc 1723	1.00 EACH	38630.14000	38630.14
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			38630.14

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
010	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- S-BLB-02-001 INSPECTOR SW RENEWAL DEC 11,2023-MARCH 30,2024 BBT4000002309 Vendor Item Inventory Item/Loc 1723	1.00 EACH	299.86000	299.86
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			299.86

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 11

Vendor
CELLEBRITE INC
7 CAMPUS DRIVE
SUITE 210

PARSIPPANY, NJ 07660

Tel#201-848-8552

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
011	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- S-BLB-02-002 DIGITAL COLLECTOR SW RENEWAL DEC 11,2023-MARCH 30,2024 BBAA000000000010556 Vendor Item Inventory Item/Loc 1723	1.00 EACH	192.88000	192.88
1	1000.30.15.1530.1545.1530.0000.0000.42140.			192.88

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 12

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 217841.08

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	217841.08	10227746.65
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	01/27/23	DONALD ROSE	Approved by: 9105fola
Approved	01/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727
Approved	01/27/23	ANNE FOLEY	Auto approved by: 910516727

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 13

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toter LLC for garbage cart lids and wheels for Trash Collection.
General fund.

Amount of Contract:

$62,578.40

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230131 Toter Agenda Package POs	Cover Memo	1/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4710	2023	(209A) TRASH COLLECTION	2500 GARBAGE CART LIDS, 864 CART WHEELS FOR TRASH COLLECTION (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$62,578.40	(205975) TOTER LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- OMNIA CONTRACT #171717 TOTER QUOTE# WQ-10259795 PLEASE NOTE: PRICING AND PRODUCT OFFERINGS IS BASED ON THE OMNIA PARTNERS, PUBLIC SECTOR (SUBSIDIARIES NATIONAL IPA AND U.S. COMMUNITIES) AGREEMENT THROUGH TOTER'S CONTRACT NO. 171717 AS AWARDED BY THE CITY OF TUCSON ON 02-01-2018. PER THE TERMS OF THIS CONTRACT, PRICING AND PRODUCTS ARE EVALUATED EVERY THREE (3) MONTHS FOR PRICE ADJUSTMENTS BASED ON CURRENT MARKET CONDITIONS, AT ANY TIME WITHOUT PRIOR NOTICE, AND AFTER CITY OF TUCSON APPROVAL. THE CURRENT PRICING IS EFFECTIVE 11-1-2022 THROUGH 1-31-2023. TOTER, LLC PRODUCT WARRANTIES, DISCLAIMERS, LIMITATION OF LIABILITY AND REMEDIES, AND LIMITED WARRANTY PROVISIONS APPLY TO ALL PURCHASES THEREUNDER.			
001	Model B99796 - Toter 96 Gallon Gen II Lid - OMNIA,2 LID STAMPS --LID COLOR (200)BLACK	2500.00 EACH	19.44000	48600.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			48600.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH 1900 HURTEL STREET			

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	BEFORE 2:30 PM MOBILE, AL 36605			
002	Model 5197-00-0000 - Strap Claw Hinge for Lid	10000.00 EACH	0.23000	2300.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			2300.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
003	M5 X 22 TORX WASHER HEAD PT SCREW, BLACK ZINC	15000.00 EACH	0.04000	600.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			600.00

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
004	22" L, 5/8 DIA. AXLE, ZINC	1000.00 EACH	4.46000	4460.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			4460.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH			

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
005	Model 5215-00-PLTD - Pal Nut Wheel Retainer 5/8"	3000.00 EACH	0.18000	540.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			540.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
006	Model 6250-10-M200 - Sunburst Snap On Wheel 10" diameter	864.00 EACH	4.50000	3888.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			3888.00

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
007	FREIGHT	1.00 EACH	2190.40000	2190.40
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			2190.40
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS			

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			

Requisition Link

Requisition Total 62578.40

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	62578.40	3958813.82
SANITATION EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/23/23	KINA ANDREWS	Auto approved by: 910518527
Approved	01/23/23	JAMES DELAPP	
Approved	01/23/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	01/23/23	MARC VASSALLO	Auto approved by: 910518527
Approved	01/26/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/26/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/26/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/26/23	MARC VASSALLO	
Rejected	01/25/23	JOHN PAINE	shipping?
Approved	01/27/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/27/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/27/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/27/23	JOHN PAINE	
Approved	01/27/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Toter

Refuse and Recycling Container Solutions and Related Products, Equipment and Services

Toter Built for Extremes

Overview

Contract Documentation

Contact

Bear-Tough Carts

Toter Organics

Sustainability

Front End Load Containers (FELs)

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.

Refuse and Recycling Container Solutions and Related Products, Equipment and Services

City of Tucson, AZ

Contract Number: 171717

February 1, 2018 through January 31, 2019
Option to renew for four (4) additional one-year periods through January 31, 2023
RENEWED THROUGH January 31, 2023
EXTENDED THROUGH April 30, 2023

Executive Summary

- National IPA Executive Summary
- Tucson Executive Summary

This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.

Accept Decline

- New Jersey Disclosure
- Sales Contact Information
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13
- Contract Amendment 14
- Contract Amendment 15
- Contract Amendment 16
- Contract Amendment 17
- Contract Amendment 18
- Contract Amendment 19
- Contract Amendment 20
- Contract Amendment 21

Response Evaluation

- Supplier Response to RFP

Solicitation Process

- Original RFP Document
- RFP Amendment 1
- Proof of Publication

Contact Information

Toter, LLC. Customer Satisfaction Department
Email: wqinfo@wastequip.com
Phone: 1-800-424-0422

Toter Inc. Customer Service Dept
PO Box 5338
Statesville, NC 28687-5338

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:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Joe Bullard Chevrolet for 2 2023 Chevrolet Tahoe LT SUVs for MFRD.

General fund.

Amount of Contract:

$118,146.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230131 Bullard Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2313	2023	(1510) FIRE ADMINISTRATION	2 2023 CHEVROLET TAHOE LT SUVS FOR MFRD (SEALED BID 5737)	$118,146.00	(296800) JOE BULLARD CHEVROLET

Adopted:

_____
City Clerk

Bill To	Requisition 00002313-00 FY 2023
ACCOUNTS PAYABLE	PO 23004443
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
JOE BULLARD CHEVROLET	FIRE CENTRAL SUPPLY
2900 GOVERNMENT STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MOBILE, AL 36606	richardsonv@cityofmobile.org
Tel#251-259-8525	Delivery Reference
Fax 251-476-0862	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/16/22	296800				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK SPORT UTILITY VEHICLE (SUV)	2.00	59573.00000	118146.00
	AS FOLLOWS:	EACH		
	Additional Description Notes			
	2023 Chevrolet Tahoe LT WHITE IN COLOR			
	AS PER MY BID #5737 AND YOUR QUOTE			
	Vendor Item			
	Inventory Item/Loc 724			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			118146.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

Requisition Link

Requisition Total 118146.00

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

Bill To	Requisition 00002313-00 FY 2023
ACCOUNTS PAYABLE	PO 23004443
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
JOE BULLARD CHEVROLET	FIRE CENTRAL SUPPLY
2900 GOVERNMENT STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MOBILE, AL 36606	richardsonv@cityofmobile.org
Tel#251-259-8525	Delivery Reference
Fax 251-476-0862	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/16/22	296800				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E MP01522 .VEHICLEEXP. .		118146.00	807478.29

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	118146.00	3966847.82

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	11/18/22	CHARLES SUMRALL	Replacing 75372-75371
Approved	11/21/22	KINA ANDREWS	Auto approved by: 910518527
Approved	11/21/22	JAMES DELAPP	
Approved	11/21/22	MARC VASSALLO	Auto approved by: 910518527
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	01/30/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/30/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/30/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/30/23	JOHN PAINE	
Approved	01/30/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5737
SPORTS UTILITY VEHICLE

DONOHOO CHEVROLET	JOE BULLARD CHEVROLET
$57,933.00	$59,073.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/21/2022	5737	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Tuesday, November 15, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx. 1- 2	**SPORTS UTILITY VEHICLE** 2022 year or newer model 2WD Sports Utility Vehicle, use with equipment options as below and following **MINIMUM** specifications: Chevrolet Tahoe LT 2WD or Equivalent. Year, Make & Model _____ Minimum Specifications: • 2022 or newer Chevrolet Tahoe LT 2WD Chevy package CC10706 or equal Options • 2nd row manual bucket seats, Chevy package, #ATV • 20" wheels, 20" x 9" painted aluminum with machine face and Argent Metallic pockets • Black, grey, or white in colors. Additional vehicles can be listed on a separate sheet and attached. Furnish Literature and Specifications. Vehicle may be on lot or will be delivered within 90 days of the award of this bid and issuance of a Purchase Order. Time to deliver vehicle after receipt of order/award _____ Vendor shall identify the specific vehicle within 60 days of award by VIN and deliver the vehicle identified within 90 days of the award of this bid.					
			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

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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

Upon award the City will purchase one (1) Chevrolet Tahoe or equal and may buy up to a total of 4 if budget allows.

Colors to be black, grey, or white.

Include Certificate of Title in your Bid price.

The City reserves the right to inspect any vehicle bid prior to award.

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

If vehicle is picked up by a City employee, there will be a $1,000.00 deduction from the payment to the vendor of price bid.

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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 purchasing@cityofmobile.org.

CITY WILL AWARD VEHICLES BASED ON PRICING 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.

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:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tameron CDJRF LLC for one 2022 Dodge Ram 1500 4X4 crew-cab pickup truck for Gulf Coast Technology Center.
General fund.

Amount of Contract:

$65,552.22

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230202 Tameron Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2421	2023	(1545) POLICE CYBER DIVISION	2022 DODGE RAM 4X4 CREW-CAB PICKUP TRUCK FOR GULF COAST TECHNOLOGY CENTER (SEALED BID 5749)	$65,552.22	(298277) TAMERON CDJRF LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00002421-00 FY 2023
ACCOUNTS PAYABLE	PO 23004626
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
TAMERON CDJRF LLC	GULF COAST TECHNOLOGY CENTER
27161 US HWY 98	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
DAPHNE, AL 36526	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-626-2641 Fax 251-625-8094	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	298277				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes TO BE BID, BIDS HAND DELIVERED BY REQUESTOR. VEHICLE TO BE PICKED UP BY REQUESTOR UPON NOTIFICATION. NO SUBSTITUTIONS			
001	2022 Year model or newer RAM 1500 REBEL, CREW CAB 4x4 truck (144.5 in wheelbase 5ft 7-inch box) with equipment options VENDOR TO PROVIDE 2022 DODGE RAM PICKUP TRUCK. AS PER MY BID #5749 AND YOUR BID RESPONSE	1.00 EACH	65552.22000	65552.22
	1 4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-FED.VEHICLEEXP. .			65552.22
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 65552.22

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

Account	Amount	Remaining Budget

Bill To	Requisition 00002421-00 FY 2023
ACCOUNTS PAYABLE	PO 23004626
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
TAMERON CDJRF LLC	GULF COAST TECHNOLOGY CENTER
27161 US HWY 98	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
DAPHNE, AL 36526	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-626-2641	
Fax 251-625-8094	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	298277				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
E	G-DRUG-FED.VEHICLEEXP.	.	65552.22	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	65552.22	

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	11/22/22	RANDY THREADGILL	GL Allocation changed
CCancelled	12/28/22	JOHN PAINE	GL Allocation changed
Approved	11/22/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	11/22/22	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	11/22/22	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	11/22/22	RANDY THREADGILL	
Approved	11/22/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	11/22/22	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	11/22/22	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	11/22/22	RANDY THREADGILL	
Approved	01/02/23	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	01/02/23	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	01/02/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	01/02/23	RANDY THREADGILL	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	02/01/23	DONALD ROSE	Auto approved by: 9105paij
Approved	02/01/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/01/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	02/01/23	JOHN PAINE	
Approved	02/01/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00002421-00 FY 2023
ACCOUNTS PAYABLE	PO 23004626
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
TAMERON CDJRF LLC	GULF COAST TECHNOLOGY CENTER
27161 US HWY 98	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
DAPHNE, AL 36526	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-626-2641	
Fax 251-625-8094	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	298277				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5749
NEW AND USED VEHICLES

VEHICLE	PRICE	VENDOR
NEW 2022 Dodge Ram	$65,552.22	TAMERON CHRYSLER DODGE JEEP
USED 2021 Dodge Charger SXT	$32,870.00	LCM MOTORCARS, LLC
USED 2022 Chevrolet 2500HD	$72,680.00	LCM MOTORCARS, LLC

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/14/2022	5749	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, December 22, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	NEW AND USED VEHICLES					
1 each	New 2022 or newer Dodge Ram Rebel crew cab 4 X 4 pick-up truck with 100 or less miles as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
1 each	Used 2021 or newer four (4) door sedan, Dodge Charger SXT rear-wheel drive or equal as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
1 each	Used 2022 or newer ¾ ton crew cab pickup truck, Chevrolet 2500 HD crew cab, Standard bed 4 X 2 with LT or higher accessory package as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
	Vehicles will be awarded on a per item basis.					
	Page 1 of 2		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 Vehicles must be available for delivery within 90 days of award of this bid. If not delivered within 90 days, the City reduces the price by 10%. Must provide VIN number within 60 days of the order. 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 purchasing@cityofmobile.org.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

2022 Year model or newer RAM 1500 REBEL, CREW CAB 4x4 truck (144.5 in wheelbase 5ft 7-inch box) with equipment options as per the following MINIMUM specifications unless otherwise noted:

The specs listed are based on a **2022 RAM REBEL CREW CAB 4x4**

ACCEPTABLE COLORS:
Billet Silver Metallic Clear-Coat Exterior Paint/Diamond Black Crystal Pearl-Coat Exterior Paint, Granite Crystal Metallic Clear-coat Exterior Paint/Diamond Black Crystal Pearl-coat Exterior Paint.

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE: Under 100 miles
ENGINE: Minimum: 5.7L V8 HEMI MDS VVT torque Engine
TRANSMISSION: 8-Speed Automatic, 8HP75 Trans
SEATS: Cloth/Vinyl Low Back Bucket Seats in Black/Red with power 2 -way driver lumbar adjust and power 8-way driver seat; front passenger seat-manual adjust 4-way and 4-way adjust front headrest, with rear 60/40 folding seat
DRIVETRAIN: Four-wheel drive with elec shift on demand transfer case
DRIVE AXLES: 215MM front axle and 235MM rear axle with 3.92 rear axle ratio
SUSPENSION: Front and Rear performance tuned shock absorbers
BRAKES: 4-wheel disc brakes with ADVANCED BRAKE ASSIST
ADVANCED BRAKE SYSTEM: Additional Trailer Brake Control
EXTRA ELECTRONICS: 400W Power Inverter
MIRRORS: Auto dim exterior driver mirror and black premium power folding mirrors
FUEL SYSTEM: 23 Gallon Fuel Tank with Capless fuel fill
STEERING: Rack-pinion
WHEELS: 18X8.0-inch wheel diameter painted mid gloss black wheels, no hubcaps
TIRES: 33 inch All Terrain Goodyear Tires (LT275/70R1&E)
EXHAUST: Black tip Dual Exhaust system
SPARE TIRE: Spare Tire
TOOLS: One wrench and one jack
AIR CONDITIONING: Manuel or automatic
MIRRORS: Power remote, heated driver, and passenger mirrors
LIGHTING: Auto on/off Halogen or LED headlights. Front fog lights and pickup cargo box light
KEYS/LOCKS: Remote keyless entry, power door locks with 2 stage unlock
REMOTE START: Remote Start System
TINTED WINDOWS: Darkest legal tint on 4 side windows with 10" visor tint on front windshield
WINDOWS: Power Front Windows with I-Touch Up/Down
RADIO/MULTIMEDIA: Minimum: 8.4-inch touchscreen display, Apple CarPlay and Google Android Auto compatible, Integrated Voice Command with Bluetooth with 9 amplified speakers
FLOOR COVERING: Full Carpet Floor Covering with Mopar off road truck rubber floor mats

SECURITY/SAFETY: Sentry Key Theft Deterrent System with Rear Back Up Camera.

2021 YEAR MODEL OR NEWER FOUR DOOR CAR WITH EQUIPMENT OPTIONS AS PER THE FOLLOWING MINIMUM SPECIFICATIONS UNLESS OTHERWISE NOTED:
THE SPECS LISTED BELOW ARE BASED ON A 2022 DODGE CHARGER SXT RWD
ACCEPTABLE COLORS: PITCH BLACK, GRANITE, SMOKE SHOW, TRIPLE NICKEL, INDIGO BLUE, FROSTBITE, F8 GREEN
LOCAL OR DEALER INSTALLATIONS AND/OR NOTIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY, AND APPROPRIATE LITERATURE ON BID.
MILEAGE: UNDER 5,000 MILES
ENGINE: MINIMUM 3.6L V6 24V VVT ENGINE
TRANSMISSION: 8 SPEED AUTOMATIC
DIRVETRAIN: REAR WHEEL DRIVE
BRAKES: 4 WHEEL DISC ABS BRAKES
STEERING: ELECTRIC POWER STEERING
WHEELS: 20"X 8" NO HUBCAPS
TIRES: SIZED TO MATCH ABOVE WHEELS
SPARE TIRE: COMPACT SPARE TIRE(PREFERRED BUT OPTIONAL)
TOOLS: ONE WRENCH AND ONE JACK
AIR CONDITIONING: DUAL ZONE AUTO TEMPERATURE CONTROL
MIRRORS: BODY COLOR EXTERIOR MIRRORS. POWER HEATED W/ BLIND SPOT INDICATOR. AUTOMATIC DIMMING REARVIEW MIRROR
LIGHTING: BI-FUNCTION HID PROJECTOR HEADLAMPS
KEYS/LOCKS: PUSH BUTTON START, REMOTE PROXIMITY KEYLESS ENTRY
TINTED WINDOWS: DARKEST AVAILABLE TINT ON ALL WINDOWS
WINDOWS: POWER FRONT WINDOWS WITH 1 TOUCH UP/DOWN
RADIO/MULTIMEDIA: MINIMUM: 8.4" TOUCH SCREEN DISPLAY, APPLE CARPLAY, ANDROID AUTO, INTEGRATED VOICE COMMAND WITH BLUETOOTH
SEATS: 8-WAY POWER DRIVER SEAT, REAR 60/40 FOLDING SEAT
FLOOR COVERING: FULL CARPET FLOOR COVERING, FRONT AND REAR FLOOR MATS
SECURITY/SAFETY: SECURITY ALARM, INSIDE EMERGENCY TRUNK LID RELEASE, REAR PARK ASSIST SYSTEM, REAR BACK UP CAMERA

2022 Chevrolet 2500HD Crew Cab with standard bed with LT pkg or better (**cloth or leather seats**) 606-liter gasoline engine 4WD miles around 5000 as per the following **MINIMUM specifications** unless otherwise noted:

The specs listed are based on a **2022 Chevrolet 2500 HD Crew Cab Standard Bed 4x4 with LT or better pkg**

ACCEPTABLE COLORS:
Northsky Blue Metallic, Black, Silver Ice Metallic, Greenstone Metallic, Mosaic Black Metallic (no Summit White, no Cherry Red Tint Coat, no Iridescent Pearl Tricoat)

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE: Under 5000 miles
ENGINE: Minimum: 606 Liter Gasoline Engine
TRANSMISSION: 6-Speed heavy duty, electronically controlled automatic transmission
SEATS: Heated front seats, Power Driver Seat
DRIVETRAIN: Four-wheel drive
SUSPENSION: Off road suspension
BATTERY: Regular and Auxiliary Battery
BRAKES: 4-wheel disc brakes with Trailer Break Assist control
MIRRORS: Auto dim exterior driver mirror and black premium power folding mirrors
FUEL SYSTEM: 23 Gallon Fuel Tank with Capless fuel fill
STEERING: Heated Steering Wheel
WHEELS: 18 or 20 inch wheel diameter, no hubcaps
TIRES: ***Minimum*** 33 inch All Terrain
SPARE TIRE: Spare Tire full size on 18-inch or 20-inch rim
ELECTRONICS: Dual 220 Amp Alternator, Trailer Wiring Package, Back-Op Camera, Bluetooth Connection, Integrated Turn Signal Mirrors, Tire Pressure Monitor, Wi-Fi Hotspot
ACCESSORIES: Running Boards/Side Steps
TOOLS: One wrench and one jack
AIR CONDITIONING: Multi Zone A/C, with climate Control
MIRRORS: Towing Mirrors
LIGHTING: Auto on/off Halogen or LED headlights. Front fog lights and pickup cargo box light
KEYS/LOCKS: Remote keyless entry, power door locks , Keyless Start
REMOTE START: Remote Start System
TINTED WINDOWS: Darkest legal tint on 4 side windows with 10" visor tint on front windshield
WINDOWS: Automatic Windows
RADIO/MULTIMEDIA: Satellite Radio, Display Screen with Apple Car Play or Google Android Audio
FLOOR COVERING: Full Carpet Floor Covering with rubber floor mats
SECURITY/SAFETY: Theft Deterrent System with Rear Back Up Camera.

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:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Hammco Tree Service for removal of approximately 70 trees and stumps in various locations for Forestry.
General fund.

Amount of Contract:

$102,585.75

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230202 Hammco Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5254	2023	(2018) FORESTRY	REMOVAL OF VARIOUS TREES AND STUMPS FOR FORESTRY (SEALED BID 5762)	$102,585.75	(297611) HAMMCO TREE SERVICE

Adopted:

_____
City Clerk

Bill To	Requisition 00005254-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released Page 1

Vendor	Ship To
HAMMCO TREE SERVICE P.O.BOX 401 SARALAND, AL 36571 UNITED STATES Tel#251-680-4366	URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG
	Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	297611				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB REMOVAL, TRIMMING, TREE REMOVALS AND STUMP GRINDING PER LIST AND SPECIFICATIONS OF BID 5762 AS PER MY BID #5762 AND YOUR QUOTE DATED JANUARY27, 2024	1.00 EACH	102585.75000	102585.75
	1 1000.40.20.2070.2018.2070.0000.0000.42070.			102585.75

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Requisition Link

Requisition Total 102585.75

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070. FORESTRY EXP CONTRACT LABOR	102585.75	1414307.56

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

Bill To	Requisition 00005254-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
HAMMCO TREE SERVICE	URBAN FORESTRY
P.O.BOX 401	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
SARALAND, AL 36571	PETER.TOLER@CITYOFMOBILE.ORG
UNITED STATES	
Tel#251-680-4366	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	297611				FORESTRY

LN	Description / Account	Activity	Date	Clerk	Qty	Unit Price	Net Price	Comment
		Queued	02/01/23	KINA ANDREWS				Auto approved by: 9105paij
		Queued	02/01/23	JAMES DELAPP				Auto approved by: 9105paij
		Queued	02/01/23	CASI CALLAWAY				Auto approved by: 9105paij
		Queued	02/01/23	MARC VASSALLO				Auto approved by: 9105paij
		Pending		DONALD ROSE				Auto approved by: 9105paij
		Pending		SANDRA LEWIS				Auto approved by: 9105paij
		Pending		KAREN NAMAN				Auto approved by: 9105paij
		Pending		JOHN PAINE				Auto approved by: 9105paij
		Pending		MICHAEL SPAFFORD				Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID #5762

TREE LIMB AND TREE REMOVALS AND STUMP GRINDING

HAMMCO TREE SERVICE	LOOKS GREAT SERVICES	COASTAL TREE CO	CAINS TREE & LANDSCAPE	OPTERRA SOLUTIONS	CHRIS FRANCIS TREE CARE
$102,585.75	$113,250.00	$128,750.00	$142,900.00	$240,400.00	$248,963.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
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:
01/11/2023	5762	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, JANUARY 27, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

TREE LIMB AND TREE REMOVALS AND STUMP GRINDING

Tree Limb Removal, Trimming, Tree Removals and stump grinding as per the following and attached list and specifications in various areas of Mobile.

Work is defined on the attached sheets.

A mandatory Pre-Bid Meeting will be held in the Urban Forestry Office at 1900 Hurtel Street at 8:00 am on Friday, January 20, 2023.

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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.

Questions should be sent to purchasing@cityofmobile.org
Do not direct questions to departments. Questions posed directly to departments and answers received are not official and will not be honored.

Only questions and answers delivered through the purchasing@cityofmobile.org will be official and honored.

Questions involving the bid specifications will not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order.

TO BE AWARDED ON AN ALL OR NONE BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS FOR TREE LIMB AND TREE REMOVALS AND STUMP GRINDING

I. SCOPE OF WORK

A. – BASE BID

1. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

2. Stump Grinding/Removal: see Section B(6).

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Quote or any activities conducted pursuant thereto, Contractor agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

   a. General Liability insurance- public liability including premises, products and complete operations.
      (1) Bodily injury liability:
      $250,000 each person
      $500,000 each occurrence
      (2) Property damage liability- $100,000 each occurrence.
      Or, (in lieu of (1) and (2) above
      (3) Bodily injury and property damage combined-
      $500,000 per occurrence

   b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.
      (1) Bodily injury liability:
      $250,000 each person
      $500,000 each occurrence

      (2) Property damage liability- $100,000 each occurrence.
      Or, (in lieu of(l) and (2) above)
      Bodily injury and property damage combined-
      $500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

10. Contractor will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 15 (fifteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and Saturday, between the hours of 9:00 am an 4:00 pm.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 30 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

6. Prior to invoice payment, City of Mobile Forestry staff will confirm that the work is complete and in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:
   1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
   2. Copy of Bidder's City of Mobile business license.
   3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
   4. Sealed envelope containing the above bid documentation with a notation indicating the Bid number and the bid due date and time.

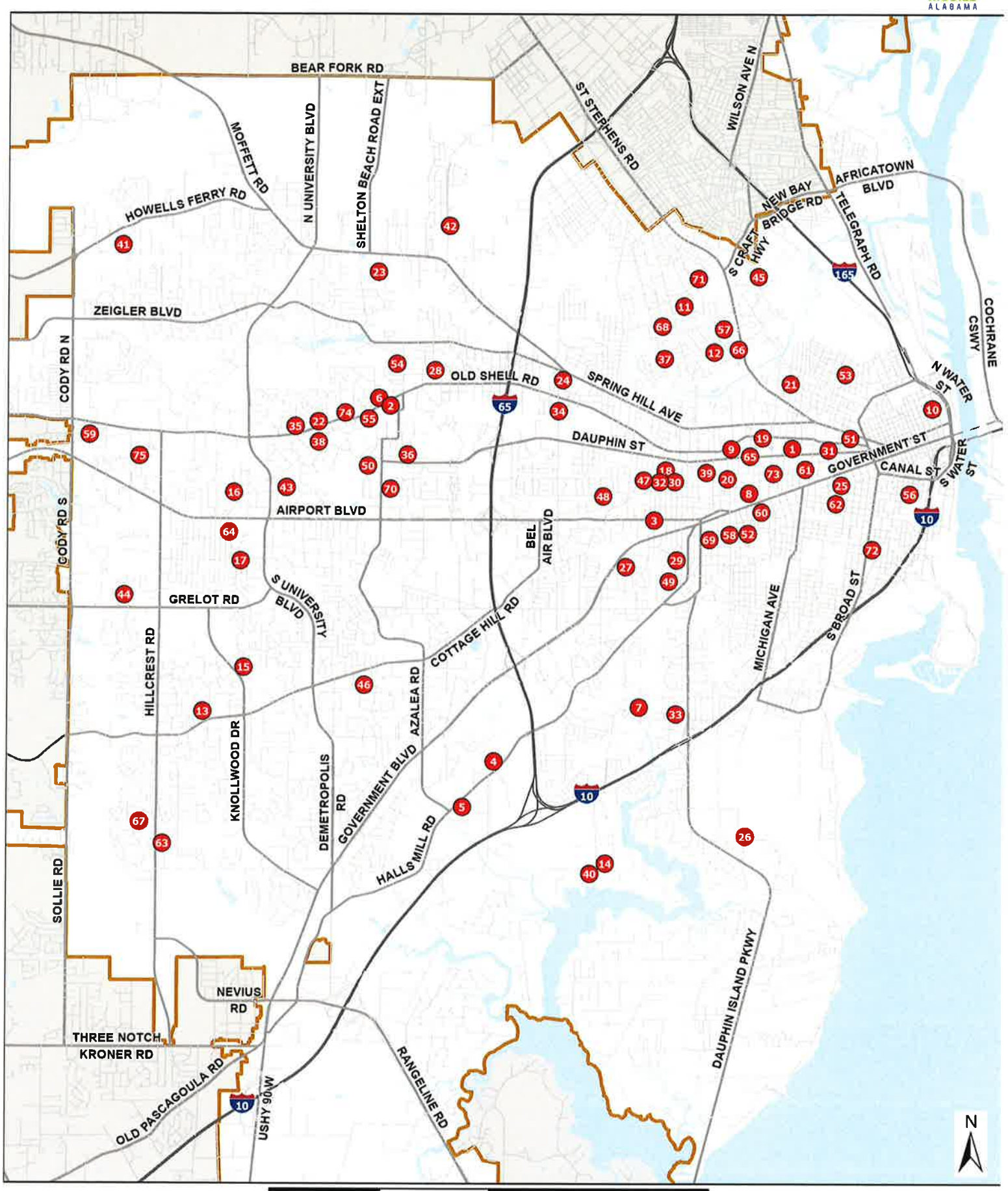
E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

1. Register as a vendor with the City of Mobile.
2. Submit proof of enrollment in the Federal E-Verify program
3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

Tree & Stump Removal Location Bid Map

Tree & Stump Removal Locations
Mobile City Limits



Name	Location	TYPE	Map Index #	X-Coord	Y-Coord
VERIFIED REMOVAL	1412 Dauphin Street, Mobile, AL, USA	Removal	1	-88.070516	30.68742
VERIFIED REMOVAL	4560 Old Shell Road, Mobile, AL, USA	Removal	2	-88.147736	30.695646
VERIFIED REMOVAL	313 PINEHILL DR Mobile AL 36606	Removal	3	-88.096823	30.675369
VERIFIED REMOVAL	3710 Halls Mill Road, Mobile, Alabama, USA	Removal	4	-88.125439	30.635487
VERIFIED REMOVAL	4059 Halls Mill Road, Mobile, AL, USA	Removal	5	-88.133215	30.628758
VERIFIED REMOVAL	4608 Old Shell Road, Mobile, AL, USA	Removal	6	-88.149019	30.695142
REMOVE TREE	2352 N Mcvay Dr Mobile, AL 36605	Removal	7	-88.099456	30.644544
VERIFIED REMOVAL	1657 Hunter Avenue, Mobile, AL, USA	Removal	8	-88.078054	30.679833
Verified Removal	7 Gladys Avenue, Mobile, AL, USA	Removal	9	-88.080371	30.687312
Verified Removal(s)	202 St Louis St, Mobile, AL 36602, USA	Removal	10	-88.044184	30.694042
VERIFIED REMOVAL	2164 General Gorgas Dr N, Mobile, AL, USA	Removal	11	-88.092058	30.710739
Verified Removal	410 Schwarz Street, Mobile, AL, USA	Removal	12	-88.08322	30.703179
Verified Removal	2213 Woodhillcrest Drive, Mobile, AL, USA	Removal	13	-88.18064	30.643356
Verified Removal	Navco Road & Venetia Road, Mobile, AL, USA	Removal	14	-88.106311	30.618811
Verified Removal	Knollwood Drive & Vista Bonita Drive South, Mobile, AL, USA	Removal	15	-88.175822	30.65066
Verified Removal	609 Fairfax Rd W Mobile, AL 36608	Removal	16	-88.178012	30.679491
Verified Removal	5754 Chester Ct Mobile, AL 36609	Removal	17	-88.176622	30.668232
Verified Removal	Elizabeth St & Westwood St Mobile, AL 36606	Removal	18	-88.093843	30.683554
Verified Removal	57 N Monterey St Mobile, AL 36604	Removal	19	-88.076816	30.689067
VERIFIED REMOVAL	104 Hannon Avenue, Mobile, AL, USA	Removal	20	-88.080506	30.682263
VERIFIED REMOVAL	1500 Adams Street, Mobile, AL, USA	Removal	21	-88.071511	30.698022
VERIFIED REMOVAL	5200 Border Dr S, Mobile, AL, USA	Removal	22	-88.161911	30.691227

VERIFIED REMOVAL	4721 Tulane Drive, Mobile, AL, USA	Removal	23	-88.150819	30.716013
VERIFIED REMOVAL	200 Columbia Street, Mobile, AL, USA	Removal	24	-88.115354	30.699489
VERIFIED REMOVAL	250 Roper Street, Mobile, AL, USA	Removal	25	-88.06157	30.681363
Verified Removal	1813 Rosedale Rd Mobile, AL 36605	Removal	26	-88.079678	30.623385
VERIFIED REMOVAL	2587 Government Blvd, Mobile, AL, USA	Removal	27	-88.102907	30.668592
VERIFIED REMOVAL	4055 STEIN AVE Mobile AL 36608	Removal	28	-88.139726	30.699858
Verified Removal	617 Euclid Ave Mobile, AL 36606	Removal	29	-88.091603	30.668736
VERIFIED REMOVAL	101 WESTWOOD ST Mobile AL 36606	Removal	30	-88.093543	30.683487
VERIFIED REMOVAL	Dauphin St & North Georgia Avenue, Mobile, AL, USA	Removal	31	-88.06417	30.687572
VERIFIED REMOVAL	101 Westwood Street, Mobile, AL, USA	Removal	32	-88.093543	30.683487
VERIFIED REMOVAL	1450 Pitman Drive, Mobile, AL, USA	Removal	33	-88.093034	30.643437
VERIFIED REMOVAL	84 North Sage Avenue, Mobile, AL, USA	Removal	34	-88.114333	30.69507
VERIFIED REMOVAL	5268 Old Shell Road, Mobile, AL, USA	Removal	35	-88.164269	30.690399
VERIFIED REMOVAL	28 Ashley Dr Mobile, AL 36608	Removal	36	-88.144937	30.685908
VERIFIED REMOVAL	2413 Ridge Rd, Mobile, AL, USA	Removal	37	-88.09573	30.702018
Verified Removal	10 Westminster Way, Mobile, AL, USA	Removal	38	-88.161893	30.689661
Verified Removal	57 South Carlen Street, Mobile, AL, USA	Removal	39	-88.084525	30.683289
Verified Removal	Venetia Road & Navco Road, Mobile, AL, USA	Removal	40	-88.106311	30.618811
Verified Removal	1605 Erdman Ave, Mobile, AL, 36618, USA	Removal	41	-88.199792	30.721809
Verified Removal	1658 Lapine Drive, Mobile, AL, USA	Removal	42	-88.137193	30.723717
Verified Removal	4611 Sunset Drive North, Mobile, AL, USA	Removal	43	-88.167968	30.680364
Verified Removal	1220 Chimney Top Drive West, Mobile, AL, USA	Removal	44	-88.19882	30.662427
VERIFIED REMOVAL	526 Crawford Ln, Mobile, AL, USA	Removal	45	-88.07782	30.715653

Verified Removal	2051 Japonica Lane, Mobile, AL, USA	Removal	46	-88.152911	30.649152
Verified Removal	Pinehill Drive & Emogene Street, Mobile, AL, USA	Removal	47	-88.096548	30.682006
Verified Removal	2757 North Grafhill Drive, Mobile, AL, USA	Removal	48	-88.107304	30.679284
Verified Removal(s)	701 Euclid Avenue, Mobile, AL, USA	Removal	49	-88.091585	30.667044
VERIFIED REMOVAL	9 Turnout LN Mobile AL 36608	Removal	50	-88.1495	30.684054
GRIND STUMP	1001 Old Shell Rd, Mobile, AL, USA		51	-88.057943	30.689004
TREE, ROOT REPAIR	503 Weinacker Avenue, Mobile, AL, USA	Stump	52	-88.079543	30.673308
STUMP, GRIND	1160 Hercules Street, Mobile, AL, USA		53	-88.060868	30.699615
STUMP	28 Lancaster Rd, Mobile, AL, USA		54	-88.147133	30.700875
TREE,STUMP,NEEDS TO BE REMOVED	4752 Old Shell Road, Mobile, AL, USA		55	-88.15247	30.693405
STUMP, REQUEST TO GRIND & REMOVE	407 South Dearborn Street, Mobile, AL, USA		56	-88.048412	30.679941
STUMP, REQUEST TO GRIND/REMOVE	1850 St Stephens Ct, Mobile, AL, USA		57	-88.081415	30.706986
Stump	504 Weinacker Avenue, Mobile, AL, USA		58	-88.079944	30.673173
STUMP, GRIND & REMOVE	20 Hedgestone Way West, Mobile, AL, USA		59	-88.205867	30.690066
TREE, STUMP, NEEDS TO BE REMOVED	261 South Monterey Street, Mobile, AL, USA		60	-88.077019	30.677988
TREE,STUMP,NEEDS TO BE REMOVED	1308 Brown Street, Mobile, AL, USA	Stump	61	-88.06702	30.683838
STUMP, NEEDS GRINDING	Roper St & Selma Street, Mobile, AL, USA		62	-88.061099	30.680089
GRIND STUMP	6400 Cherry Ridge Drive, Mobile, AL, USA	Stump	63	-88.191103	30.621522
TREE STUMP NEEDS TO BE REMOVED	817 Linlen Avenue, Mobile, AL, USA	Stump	64	-88.178845	30.672894
TREE,STUMP,NEEDS TO BE REMOVED	1750 Dauphin Street, Mobile, AL, USA	Stump	65	-88.0793	30.687024
STUMP	407 Donald Street, Mobile, AL, USA		66	-88.081577	30.703656
STUMP	6601 Conde Court, Mobile, AL, USA		67	-88.195427	30.625113
REMOVE STUMPS	Stanton Rd & Dukes Avenue, Mobile, AL, USA	Stump	68	-88.096204	30.707368

STUMP	456 Rickarby Street, Mobile, AL, USA		69	-88.084003	30.674019
STUMP, NEEDS REMOVING FROM ROW	3970 Pembrocke Avenue, Mobile, AL, USA	Stump	70	-88.148164	30.680265
TREE,STUMP,NEEDS TO BE REMOVED	2009 Florence Street, Mobile, AL, USA		71	-88.089326	30.715302
TREE,STUMP,NEEDS TO BE REMOVED	800 South Broad Street, Mobile, AL, USA		72	-88.055495	30.670788
STUMP	1558 Luling Street, Mobile, AL, USA		73	-88.074665	30.683199
GRIND STUMP	Old Shell Road & Ridgelawn Drive East, Mobile, AL	Executive Request	74	-88.15392	30.692789
TREE,STUMP,NEEDS TO BE REMOVED	401 Fox Ct, Mobile, AL, USA		75	-88.196228	30.685368

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:2/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for Milestone XProtect video management software for MPD.
General fund.

Amount of Contract:

$19,341.91

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230202 CDW Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4506	2023	(1530) POLICE ADMIN SERVICES	MILESTONE XPROTECT VIDEO MANAGEMENT SOFTWARE (AL STATE CONTRACT)	$19,341.91	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT MA 999 1700000000186 AND NVP SOFTWARE ADSPO 16-130652.			
001	ITEM: XProtect Corporate Device Channel License v 1 5 license 1 video chan Supplier Part No: 1650028 Manufacturer Part No: XPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	16.00 EACH	233.82000	3741.12
1	1000.30.15.1530.1530.1530.0000.0000.42140.			3741.12
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	ITEM: MILESTONE 3YR OPT IN CARE PLUS Supplier Part No: 5190493 Manufacturer Part No: Y3OIXPCOBT	1.00 EACH	1164.05000	1164.05

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 2

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000			
	1 1000.30.15.1530.1530.1530.0000.0000.42140.			1164.05
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	ITEM: MILESTONE 3YR OPT IN CARE PLUS Supplier Part No: 5190496 Manufacturer Part No: Y3OIXPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	70.00 EACH	126.74000	8871.80
	1 1000.30.15.1530.1530.1530.0000.0000.42140.			8871.80

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	ITEM: XProtect Corporate Device Channel License v 1 5 maintenance 3 years Supplier Part No: 5177344 Manufacturer Part No: Y3XPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	16.00 EACH	92.85000	1485.60
1	1000.30.15.1530.1530.1530.0000.0000.42140.			1485.60
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
005	ITEM: Milestone Care Premium technical support for Xprotect Corporate 3 yea Supplier Part No: 5177356 Manufacturer Part No: MCPR-Y3XPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	16.00 EACH	42.69000	683.04
	1 1000.30.15.1530.1530.1530.0000.0000.42140.			683.04
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	ITEM: Milestone Care Premium technical support for Xprotect Corporate 3 yea Supplier Part No: 5177349 Manufacturer Part No: MCPR-Y3XPCOBT Manufacturer Name: Milestone Supplier Quote No:	1.00 EACH	408.00000	408.00

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	31768:NDVH076 NIGP: UNSPSC: 43000000			
1	1000.30.15.1530.1530.1530.0000.0000.42140.			408.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	ITEM: Milestone Care Premium technical support for Xprotect Corporate 3 yea Supplier Part No: 5177356 Manufacturer Part No: MCPR-Y3XPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	70.00 EACH	42.69000	2988.30
1	1000.30.15.1530.1530.1530.0000.0000.42140.			2988.30

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

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

Requisition Link

Requisition Total 19341.91

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42140.	19341.91	10226499.69
POLICE ADMIN SERVICES EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	01/31/23	DONALD ROSE	Approved by: 9105fola
Approved	01/31/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/31/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/31/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/31/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 17000000186**

NOT TO EXCEED AMOUNT:

Begin Date: 07/27/2017
Expiration Date: 09/30/2022
Solicitation Number:
Award Date:
Modification Date: 06/10/22

Procurement Folder: 389954
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 9

CONTACT INFORMATION

REQUESTOR:
Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

ISSUER:
Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

BUYER:
Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Software, Valued Added Reseller for COT Software & Services

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

renewed

VENDOR INFORMATION

Name /Address:

VC000004220: CDW GOVERNMENT INC

75 REMITTANCE DR, SUITE 1515

CHICAGO IL 60675-1515

Contact:

Brittany Logan
877-742-3146
britlog@cdwg.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		$0.000000	$0.00			$0.00	$0.00

20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO
CDW Contract No. ADSP016-130652
Software, Valued Added Reseller for Commercial off the Shelf Software (COTS) and related services.

Pricing will be presented as a cost plus markup/down. See page 6 and 7 of this Master Agreement for a complete list of Software.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Final

TERMS AND CONDITIONS

Mandatory Source:
All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Contract Length:
Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This agreement shall not exceed the original terms of the contract/agreement nor shall it exceed five (5) years whichever comes first.

Quote Requests:
Response time should be within twenty-four (24) hours but no more than three (3) business days.

Guaranteed 30 Day Quote:
Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during that time, the Reseller may provide two quotes, based upon the date that the order is received.

Delivery Period:
Reseller to provide delivery no longer than ten (10) business days after receipt of valid order unless conditions arise outside the control of the Reseller. The Reseller is to notify the Purchasing Entity of delay and anticipated delivery ship date. If this delay is unacceptable to the Purchasing Entity, the order can be canceled without penalty.

Late Payments:
Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

Non-appropriation of Funds:
Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:
Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Third Party Cloud Services:
In the event that the State of Alabama purchases Cloud Services from the Contract vendor, the following terms shall govern such purchases:

Definition
"Personal Data" means data which relate to a living individual who can be identified (a) from that data, or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the controller, and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services

State of Alabama acknowledges that it is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions or such other terms as agreed upon by State of Alabama and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, State of Alabama shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to the State of Alabama and State of Alabama will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such Cloud Services.

Warranties State of Alabama acknowledges that Contract vendor is not the provider of the Cloud Services purchased by State of Alabama hereunder and the only warranties offered are those of the Cloud Service Provider, not Contract vendor. In purchasing the Cloud Services, State of Alabama relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only.

State of Alabama further acknowledges and agrees that Contract vendor makes no representations, warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and State of Alabama shall indemnify, defend and hold Contract vendor, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Cloud Services. State of Alabama further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the Cloud STATE OF ALABAMA Services, in high risk environments.

SUBJECT TO APPLICABLE LAW, CONTRACT VENDOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL
OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE CLOUD SERVICES OR THE HARDWARE OR SOFTWARE USED TO DELIVER THE CLOUD SERVICES. FURTHERMORE, CONTRACT VENDOR DOES OT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET STATE OF ALABAMA'S REQUIREMENTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY CLOUD SERVICE PROVIDER'S WARRANTY. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. STATE OF ALABAMA ACKNOWLEDGES THAT NO REPRESENTATIVE OF CONTRACT VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THESE TERMS AND CONDITIONS.

State of Alabama shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. State of Alabama shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Cloud Services. CONTRACT VENDOR, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND STATE OF ALABAMA ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE

OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.THE ENTIRE LIABILITY OF EACH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY STATE OF ALABAMA FOR THE CLOUD SERVICE(S).

	PUBLISHERS	MARKUP/DOWN
KEY EMIZED	ADOBE	.97%
	CITRIX	.97%
	MICROSOFT	1.26%
	NOVELL	.97%
	SYMANTEC	.97%
	VMWARE	.88%

THER EMIZED	AI SQUARED	2.20%
	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.13%
	ALLIANCE ENTERPRISES	2.20%
	APPLE	2.20%
	ATTACHMATE – MICROFOCUS	1.25%
	AUTODESK	2.20%
	AUTONOMY – HP	2.20%
	BAKBONE – DELL	1.13%
	BARRACUDA	2.20%
	BOMGAR REMOTE SOFTWARE	.75%
	CA TECHNOLOGIES	2.20%
	CISCO	2.20%
	COMPUTRONIX USA	1.13%
	COMPUWARE	2.20%
	COREL	2.20%
	DOUBLETAKE	2.20%
	EMC	2.20%
	ENCHOICE	2.20%
	ESET	2.20%
	ESRI	2.20%
	FREEDOM SCIENTIFIC	2.20%
	GUARDIAN EDGE – SYMANTEC	2.20%
	GW MICRO	2.20%
	IBM	2.20%
	ICM CONVERSIONS	2.20%
	INFOR	2.20%
	INTERMEDIX EMSYSTEMS	2.20%
	HP	2.20%
	HUMANWARE	2.20%
	INFORMATION BUILDERS	2.20%
	KRONOS SOFTWARE	2.20%

	LANDESK	2.20%
	LASERFISCHE	2.20%
	LIQUIDWARE STATUSPHERE	2.20%
	MICROFOCUS INC	2.20%
	MINJET	2.20%
	MPS	2.20%
	MQSOFTWARE – BMC SOFTWARE	2.20%
	NCIRCLE	00%
	NETOP	1.25%
	NUANCE	2.20%
	ORACLE	2.20%
	OSAM	2.20%
	PASSPORT	1.25%
	PATCHLINK	1.25%
	PROOFPOINT	2.20%
	RSA SECURITY	2.20%
	REFERENCIA SYSTEMS	2.20%
	SAP AMERICA	2.20%
	SAS	1.25%
	SOLUTIONS SOFTWARE	1.13%
	SOPHOS	2.20%
	SPLUNK SOFTWARE	2.20%
	STASEEKER NETWORK INFRASTRUCTURE MONITORING	2.20%
	STELLENT – ORACLE	1.25%
	SUNGUARD	1.13%
	SYBASE	1.25%
	TECHSMITH	1.25%
	TREND MICRO	1.25%
	TRUSTWARE	.25%
	ULTRABAC	1.13%
	VORMETRIC	1.13%
	WEBSENSE	.88%
	any other non-listed publisher	2.20%

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $1,000,000 from Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvements Fund (Fund 2000) Capital Project #C0829; 200 Government St. Bldg Improv.

Funding Source

Project # C0829 200 Government St. Bldg Improv **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
200 Government St. Bldg Improv	Cover Memo	2/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	2/1/2023 - 12:58 PM
Budget	Holt, Robert	Approved	2/2/2023 - 7:48 AM
Legal	Kern, Chris	Approved	2/2/2023 - 11:11 AM
Legal	Kern, Chris	Approved	2/2/2023 - 11:11 AM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:20 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $1,000,000.00 in the General Fund Unassigned Fund Balance (Fund 1000) be transferred to Capital Improvement Fund (Fund 2000); Capital Project # C0829; 200 Government St. Bldg Improv.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:

To accept a contract with Thompson Engineering, Inc. for Engineering Services for McGregor Ave Widening (Dauphin to Airport).

Amount of Contract:

$1,547,335.00

Funding Source

Project # G-STPM7508	**Discretionary Funds**
Project String 2000.2000.48020	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/19/2023 - 2:47 PM
Accounting	Daniels, Bettye	Approved	1/19/2023 - 2:59 PM
Legal	Kern, Chris	Approved	2/2/2023 - 12:12 PM
Legal	Kern, Chris	Approved	2/2/2023 - 12:13 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:12 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: McGregor Ave Widening (Airport–Dauphin)COM Project # 2013-202-07

PROJECT #: G-STPM7508 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: $1,547,335.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X_; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 1/19/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Joel Daves

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 agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Thompson Engineering, Inc.

Project Name: McGregor Ave Widening(Airport to Dauphin) /COM Project#2013-202-07

Estimated Cost: $1,547,335.00

Adopted:

_____

City Clerk

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

January 9, 2023

Mr. Nick Amberger, P.E., City Engineer
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ATTN: MR. GUY O'CONNOR, P.E.

Gentlemen:

Re: **Project No. STPMB-7508(600)**
McGregor Avenue Widening from Airport Boulevard to Dauphin Street
and Roundabout Construction at Dauphin Street
City of Mobile

We are in receipt of the man-day & fee proposal, draft agreement, certification of final indirect costs, and Schedule of Direct Labor, Fringe Benefits and Indirect Cost submitted for Thompson Engineering, Inc. to provide construction engineering and inspection services on the above-referenced project. We concur with the proposal and the maximum allowable fee of $1,547,335. The overhead rate and operating margin will be as previously approved by our Bureau of Finance and Audits, External Audit Section.

After executing the agreement with the above-named consultant, you may issue a "notice to proceed" for them to begin work on the project. Please provide this office with a copy of the notice to proceed and contact information for the consultant's project manager assigned to the project.

This agreement is a "cost-plus" contract. The consultant is to provide services as necessary for the adequate construction engineering and inspection of the project, and bill only for those costs and expenses actually incurred on the project, plus allowable markups and percentages as provided for in the contract.

While deference to your consultant professional should be exercised in determining the daily staffing needs for adequately inspecting the project, it is your place to stay abreast of the engineering budget status. You should confer with the consultant periodically as necessary to ensure that this work remains within budget. **ALDOT will not reimburse for charges in excess of the aforementioned maximum allowable fee.**

Please contact this office if you need additional information.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: _____
Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer – Mobile Area

TWG/
c: Mr. Brad Lindsey, P.E.
Mr. Edwin Perry, P.E.
File

A G R E E M E N T

BETWEEN

THOMPSON ENGINEERING, INC.

AND

CITY OF MOBILE

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR PROJECT 2013-202-07
ALDOT PROJECT NUMBER STPMB-7508 (600)
MCGREGOR AVENUE WIDENING FROM AIRPORT BOULEVARD TO DAUPHIN STREET
AND INSTALLATION OF A ROUNDABOUT AT DAUPHIN STREET

MOBILE COUNTY

AGREEMENT

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR PROJECT 2013-202-07 ALDOT PROJECT NUMBER STPMB-7508 (600)

MCGREGOR AVENUE WIDENING FROM AIRPORT BOULEVARD TO DAUPHIN STREET AND INSTALLATION OF A ROUNDABOUT AT DAUPHIN STREET

This AGREEMENT is made and entered into by and between the City of Mobile, hereinafter referred to as the CITY, and THOMPSON Engineering, Inc., which is qualified to do business in the State of Alabama, and has its principal Alabama office at 2970 COTTAGE HILL ROAD, STE. 190, MOBILE, ALABAMA, 36606, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the CITY for the consideration hereinafter mentioned to provide construction engineering and inspection, materials sampling and testing and contract administration services for Project 2013-202-07 (ALDOT STPMB-7508 (600)) for the CITY.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT shall meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation in cooperation with the CITY and Alabama Department of Transportation, hereinafter referred to as STATE and/or ALDOT and shall ascertain the written practices of the CITY and STATE, 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 shall be subject to the Review, Approval and Acceptance of the CITY, STATE and Federal Highway Administration (FHWA), where applicable, before CONSULTANT will be paid for said work.

"As a part of obligations of the CONSULTANT to the CITY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of project proposed under this AGREEMENT".

ARTICLE I - SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services required by the CITY for Project 2013-202-07 (ALDOT STPMB-7508 (600)) as outlined by the CONSULTANT in their Proposed CE&I Services – Fee Proposal approved by the CITY and attached as Attachment 3 to this agreement. The CONSULTANT will provide services, personnel and equipment as required by the CITY and STATE. The work to be performed by the CONSULTANT will be as follows:

SECTION 1 - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

1.0 PURPOSE:

This statement of work describes and defines services which are required by the CITY for construction engineering, inspection, materials sampling and testing and contract administration for Project 2013-202-07 (ALDOT STPMB-7508 (600)) as outlined by the CONSULTANT in their Proposed CE&I Services – Fee Proposal approved by the CITY and attached as Attachment 3 to this agreement.

2.0 SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of the CITY and STATE in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the CITY and STATE. Prior to furnishing any services, the CONSULTANT shall be familiar with CITY and

ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the CITY and STATE. The CITY shall endeavor to provide the CONSULTANT at least ten (10) calendar days advance notice of the execution date for each construction contract to allow sufficient time for the CONSULTANT to schedule its activities.

3.0 DEFINITIONS:

A. CITY – City of Mobile

B. ALDOT or STATE – Alabama Department of Transportation

C. Construction Bureau: The Bureau of ALDOT charged with administering ALDOT'S construction program.

E. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.

F. Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract.

Project Manager, CITY: Qualified individual assigned by the CITY to manage Construction Engineering and Inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.

G. FHWA: The Federal Highway Administration of the United States Department of Transportation.

H. Construction Contract: Construction work let under separate contract(s) by the City of Mobile to contracting firm(s).

I. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.

J. Construction Contract Suspension: Cessation of construction activity on a construction contract.

K. Region Engineer: Administrative head of ALDOT'S Region.

L. District Administrator: Administrative head of one of ALDOT'S Districts.

M. State Bridge Engineer: Administrative head of ALDOT'S Bridge Bureau.

N. State Design Engineer: Administrative head of ALDOT'S Design Bureau.

O. Consultant: Consultant firm(s) retained by the CITY OF MOBILE to perform all construction engineering and administrative functions as defined in this AGREEMENT.

P. State Materials and Tests Engineer: Administrative head of ALDOT'S Materials and Tests Bureau.

Q. Region Materials and Tests Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT'S Region.

R. Consultant Design Engineer: Consultant design engineer retained by CITY to design aforementioned project.

S. CITY Construction Engineer: Employee designated by CITY to administer policies and procedures of construction project covered by this AGREEMENT.

T. Region Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction project covered by this AGREEMENT in ALDOT's Region.

U. CITY Consultant CE & I Engineer/Manager: Employee of CITY designated by Executive Director of Public Works to be in charge of project covered by this AGREEMENT.

V. Area Local Transportation Engineer (when applicable): Employee of ALDOT that administers policies and procedures of city and county construction projects let by ALDOT.

4.0 ITEMS TO BE FURNISHED BY THE CITY TO CONSULTANT:

The minimum Contract documents for this project shall be distributed to the CONSULTANT, via the CITY Project Manager, subsequent to award of construction contract for this project as follows:

5 sets Construction Plans - Half scale

3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)

1 copy of Executed Construction Contract

5.0 ITEMS FURNISHED BY THE CONSULTANT:

A. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies. The CONSULTANT may use computerized forms approved by the CITY. Construction and Materials Management Software including CAMMS, SiteManager, Stormwater Tracking System and Concrete Management System will be used for contract administration as needed by the STATE.

B. DOCUMENT COMPLIANCE

The requirements outlined within printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to CITY, at least one copy of each document. One copy of each document shall be available at project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

1. Applicable ALDOT Standard Specifications for Highway Construction with one copy for each of the CONSULTANT'S personnel.
2. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection. (Said manual is available on ALDOT'S website)
3. All active Construction Information Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Region Construction Engineer. (Said manual is available on ALDOT'S website)
4. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms

for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms. (Said manual is available on ALDOT'S website)

5. All Technical Advisories and Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Region Materials and Tests Engineer. (Said manual is available on ALDOT'S website).
6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.
7. ALDOT'S manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT'S website)
8. One copy of the Radiological Safety Manual for use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.
9. Guidelines for Operations issued by ALDOT. (Said manual is available on ALDOT'S website)
10. FHWA Manual on Uniform Traffic Control Devices.
11. The applicable Roadway and Traffic Design Standards.
12. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Health Department.
13. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing.

14. Copies of all applicable ASTM Standards.

C. The CONSULTANT shall provide appropriate type of vehicles in numbers as approved by the CITY, to accommodate the CONSULTANT'S project personnel.

D. The CONSULTANT shall provide all survey equipment and it must be the latest technical equipment such as electronic total stations, data collection, hand-held computers, automatic levels, hand-held two-way radios, electronic pipe and cable locators and complete safety equipment, photographic equipment, tapes, rulers, field books and any other items necessary for satisfactory performance of work.

6.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by the CITY and STATE. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by the CITY has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the CITY. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the CTIY to correspond with type of suspension, either complete suspension or partial suspension.

7.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the CITY and STATE shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the CITY and STATE policies, plans, specifications and contract provisions. The CITY and STATE shall have complete access, at all times, to project site, project office, all project records and any other CONSULTANT items associated with said project or this

AGREEMENT. The CONSULTANT shall cooperate and assist the CITY and STATE representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the CITY'S and STATE'S recommendations. The CITY'S and STATE'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by the CITY and STATE. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the CONSULTANT, upon receipt of written notice of such defects from the CITY, shall correct such errors, omissions or noncompliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or other damages to the CITY, the CITY shall prepare a written evaluation of the costs, delays or damages and circumstances that caused the increased costs, delays or damages. A copy shall be sent to the CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

8.0 REQUIREMENTS:

A. General:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall advise the CITY and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

B. Survey Control:

The CONSULTANT may be requested to reestablish project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill project requirements.

C. Project Inspection: The CONSULTANT shall provide services to monitor and document the Contractor's construction operations. The CONSULTANT shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The STATE shall monitor all other off-site activities and fabrication (including pre-stress production). The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the STATE for inspections of construction projects are set out in the STATE'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

D. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the STATE'S Testing Manual. The CITY and STATE reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the CONSULTANT's Geotechnical firm, the Bureau

of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The CITY shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the CITY and STATE of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the STATE at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate laboratory. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations. All concrete testing shall be performed at the STATE laboratory.

E. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to assure proper coordination of activities of all parties involved in accomplishing completion of project; maintain complete, accurate records of all activities and events relating to project; properly document all significant changes to project; provide interpretations of plans, specifications and contract provisions; make recommendations to the CITY to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard CITY and ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested

by the CITY, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.

2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by the Contractor, including quantities of pay items in conformity with the Construction Manual, Construction Information Memorandums, and CAMMS Policies and Procedures. The CONSULTANT shall immediately report to the CITY changes in pay items, project time or cost as soon as they become known to the CONSULTANT.

3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the CITY. Said diaries and reports shall be kept up-to-date on a daily basis.

4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.

5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).

6. Prepare and submit monthly to the CITY a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.

7. Provide interpretations of plans, specifications and contract provisions. The CONSULTANT shall consult with the CITY when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.

8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring

a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make recommendations to the CITY for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering analysis of the Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that the CITY is provided with all relevant information and, in addition, shall appraise and make recommendations to the CITY of all project related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project. By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon project as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including

penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to the CITY, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the CITY and STATE in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to the CITY and STATE for approval. Approval of the CITY and STATE must be obtained prior to initiating any change or extra work.

10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the

CITY and STATE, shall negotiate prices with the Contractor and prepare and submit a recommendation to the CITY for approval. The CITY shall prepare the required CHANGE ORDER and obtain all required approvals from the STATE.

11. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with Section 110 of the Standard Specification, of the costs involved in such work.

12. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with the CITY and STATE. The CONSULTANT may be required to provide recommendation on validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.

13. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the CONSULTANT shall analyze request and prepare a recommendation to the CITY covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or at other times as necessary, to the CITY and STATE on all delays. This recommendation is needed to justify a time extension.

14. The CONSULTANT shall prepare and submit to the CITY a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, shall be signed and sealed by the CONSULTANT. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.

15. At request of the CITY and/or STATE, the CONSULTANT shall assist appropriate CITY and/or STATE offices in preparing for hearings or litigation that may occur

during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.

16. The CONSULTANT shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.

17. The CONSULTANT shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the STATE'S Equal Employment Opportunity Specialist as requested; and, review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.

18. The CONSULTANT shall review and document to the extent necessary to determine whether construction activities violate requirements of any permits. The CONSULTANT shall notify the Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the CITY immediately.

19. Shop drawing/sample submittal and approvals shall be logged by the CONSULTANT. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

20. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the STATE'S procedures.

21. The CONSULTANT shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.

22. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.

23. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the CITY of these inquiries.

24. The CONSULTANT shall be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction project.

9.0 PERSONNEL:

A. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the CITY and STATE to effectively carry out its responsibilities under this AGREEMENT.

B. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the CITY the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by the CITY and STATE prior to the date an individual is to report to work. Listed below are minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the CITY.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the CITY. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to the CITY.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the

following certifications as necessary and approved by the CITY. Inspectors who are to perform a specific task shall be certified in said field.

- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and inspection. One or more of the following certifications as necessary and approved by the CITY. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification

- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

LEVEL I INSPECTOR:

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the CITY. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

Job Description:

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and

specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

ADMINISTRATIVE ASSISTANT

Minimum Qualifications:

- A high school diploma or a GED certificate.

Job Description:

Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

TARGET PERSON

Minimum Qualifications:

- Six months experience in surveying.

Job Description:

This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

INSTRUMENT PERSON

Minimum Qualifications:

- Two years experience in surveying.

Job Description:

This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking of contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

FIELD SUPERVISOR

Minimum Qualifications:

- Four years experience in surveying with at least one year of experience as a construction survey party chief.

Job Description:

This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor

PROFESSIONAL LAND SURVEYOR

Minimum Qualifications:

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

C. STAFFING:

The CITY and STATE shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the CITY. An individual previously approved whose performance is later determined by the CITY and/or STATE to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an

appropriate staff, as approved by the CITY and STATE, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by the CITY shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule the CONSULTANT employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by the CITY. If overtime is not held to a minimum, then SECTION 1, 7.0 (Cooperation and Performance of the CONSULTANT) of this AGREEMENT shall be enforced to replace personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the CITY to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the CITY and STATE determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

D. CERTIFICATION - Licensing for Equipment and Personnel:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the CITY and

STATE shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 9.0 B of this AGREEMENT.

10.0 SUBCONSULTANT SERVICES:

Upon written approval of the CITY and prior to performance of work, the CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional services. The CITY shall verify qualifications of personnel used by sub-consultant.

11.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the CITY, perform any additional services not otherwise identified in this AGREEMENT as may be required by the CITY in connection with said Project.

12.0 CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time, the CONSULTANT shall, by written request from the CITY, analyze the claim, prepare recommendation to the CITY covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim. Compensation for these services shall be mutually agreed between the CITY, STATE and the CONSULTANT prior to performance of said Services.

A. The CONSULTANT shall, upon written request by CITY and/or STATE, assist appropriate CITY and/or STATE Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT. The CONSULTANT shall, upon written request by CITY and/or STATE, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits,

and otherwise assist the CITY and/or STATE in any litigation or hearings in connection with said construction contract.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT services for this project shall begin after the CONSULTANT receives the Notice to Proceed from the CITY. The maximum amount payable to the CONSULTANT for services on this assignment shall not exceed the amount stated in this contract . The length of services as herein established for this construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the CITY and STATE of described services. The contract work will be deemed completed when the work has been accepted in writing by ALDOT and the CITY.
2. This AGREEMENT shall be effective upon the date of approval by the City of Mobile City Council, and signature of the Mayor of the City of Mobile.

ARTICLE III – PAYMENT

SECTION 1

Overhead shall be limited to the lesser of the CONSULTANT'S audited field overhead rate or 135.00%. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. Employees whose consultant owned vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed $100.00, will be paid as direct cost plus ten (10) percent. Purchases over $100.00 will require written authorization from the STATE.

For performance by the CONSULTANT of the services provided for in 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. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:

1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

CLASSIFICATION	HOURLY PAY RANGES
Professional Civil Engineer	$30.00 to $45.00
Project Manager	$21.00 to $37.00
Senior Inspector	$17.00 to $29.00
Level II Inspector	$13.00 to $24.00
Level I Inspector	$12.00 to $19.00
Professional Land Surveyor	$26.00 to $40.00
Field Supervisor	$20.00 to $36.00
Instrument Person	$13.00 to $24.00
Target Person	$12.00 to $19.00
Administrative Assistant	$11.00 to $19.00

Soil Laboratory Services – Compensation for soil laboratory service tests performed by CONSULTANT under this AGREEMENT shall be in accordance with the following soil laboratory service test rates.

SOIL LABORATORY TEST	TEST RATE (each test)
Atterberg Limit with Moisture Content	$75.00
Sieve Analysis	$58.00
Standard Proctor (Soil)	$86.00

Standard Proctor (Stone)	$134.50
Modified Proctor (Soil)	$97.50
Modified Proctor (Stone)	$145.00
Classification (AASHTO)	$145.00
Classification (Topsoil)	$115.50
pH	$30.00
Organic Content L.O.I.	$35.00
Moisture Content	$11.50

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.
3. For work performed out of the CONSULTANT'S home or branch office, the CONSULTANT'S home office overhead and labor additive rate of 135.00 percent (for Fiscal Year Ending December 31, 2021) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is 0.165 percent (for Fiscal Year Ending December 31, 2021) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT.
4. For work performed out of STATE provided facility, the lesser of the CONSULTANT'S audited field office and labor additive rate or 135.00% shall be applied to the direct salary and wages. Field office Facilities Capital Cost of Money (FCCM) rate is 0.165 percent (for Fiscal Year Ending December 31, 2021) of the direct labor and no profit shall be

allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT. (*NOTE: For CONSULTANTS that have not provided an audited field office overhead rate, the billable field office rate shall be 105.00 percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)*

5. Compensation for approved additional design support services performed by CONSULTANT and approved engineering and surveying services performed by sub consultants under this AGREEMENT shall be in accordance with compensation rate structure specified in Consultant's contract fee proposal approved by CITY and STATE.
6. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
7. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.
8. Any paid overtime shall require prior authorization from the Region Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.

   For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

   a. The hourly overtime rate will be 1.5 times the billable rate.

b. Hours worked on holidays observed in the CITY on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly rate will be one 1 times the billable rate.

b. The premium portion of overtime will be billed in accordance with the CONSULTANT'S Indirect Cost Rate Calculation.

9. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed $1,547,335.00 (max. STATE amount $1,237,868.00; max. CITY amount $309,467.00).

SECTION 2

A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.

B. Payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance the CITY and STATE may deem necessary. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the CITY for payment.

C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the STATE.

SECTION 3

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the CITY and STATE of all claims and of any and all liability of the CITY and STATE to the

CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to 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 and STATE.

SECTION 4

During the period of this AGREEMENT, the CONSULTANT shall not be employed, and CONSULTANT'S employees shall not be employed, by construction contractors performing work on state or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the STATE.

SECTION 5

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the STATE in effect at the time work is performed.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Exhibits A, A-1, A-2, C, D, E, F, G, H, H-1, I, K, L, M, N, X, Y, and Z and Attachments 1, 2, and 3 attached hereto, are made a part of this 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.

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 there from.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the City of Mobile City Clerk's Office.

By signing this contract, the 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.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date approved by City Clerk and the approval of the Mayor of the City of Mobile.

CITY OF MOBILE, a Municipal Corporation

By: _____

William S. Stimpson, Mayor

Date: _____

Attest: _____

Lisa C. Lambert, City Clerk

Date: _____

Thompson Engineering, Inc.

By: _____

Print: John H Baker III

Its: President / CEO

Address: 2970 Cottage Hill Rd Ste 190
Mobile AL 36606

Telephone: 251 666 2443

Date: January 17 2023

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, A Notary Public in and for said State and County, hereby certify that John H Baker III, whose name as President CEO of Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date,

Given under my hand and notarial seal on this the 17 day of January 2023.

NOTARY PUBLIC

Notary Public
My Commission Expires

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

CONSULTANT 4/14/81 EXHIBIT A
REVISED 3/9/01
REVISED 3/21/07

Participation by Disadvantaged Business Enterprises in Federal-Aid Program

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, such recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this agreement shall constitute a breach of contract, and may result in termination of the contract by the CITY, or such other remedy may be undertaken by the CITY as it deems appropriate.

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EXHIBIT A-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

EXHIBIT A-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Thompson Engineering, Inc.
Address	2970 Cottage Hill Road Ste. 190 Mobile, AL 36606
Telephone	(251) 666-2443
E-Mail	jdavison@thompsonengineering.com

RFP/RFQ Solicitation Number	2013-202-07
Project Description	ALDOT - STPMB-7508 (600) McGregor Widening from Airport Blvd to Dauphin Street including Roundabout
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 253 Female 53 Minority 35 Non-minority 271 Vets 43 Total #of Employees 306

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jay Davison

Signature: _____ Date: 1/17/2023

Title: Alabama CE&I Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Morgan Johnson Title: Office Manager

E-mail:_ Phone: mjohnson@thompsonengineering.com (251) 666-2443

EXHIBIT A-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # 2013-202-07 Your Bid/Proposal Amount $ 1,547,335.00 Date: 1 / 17 /2023

Description ALDOT - STPMB-7508 (600) McGregor Widening from Airport Blvd to Dauphin Street including Roundabout

Name of Bidder/Proposer: Thompson Engineering, 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
CERM	(251)	Construction Engineering and	$232,101	15%	DBE	
	690-9080	Inspection				

EXHIBIT A-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

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

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

EXHIBIT A-2

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)

RE: DBE Approval McGregor Ave Widening 2013-202-07

Kidd, Archnique <archnique.kidd@cityofmobile.org>
Wed 1/18/2023 4:12 PM
To: White, Jessica <jessica.white@cityofmobile.org>

Good afternoon Jessica,
The DBE Request for McGregor Ave Widening-Airport to Dauphin (2013-202-07)(Engineering) has been approved.

Respectfully,
Archnique Kidd, Supplier Diversity Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Office: (251) 208-7967
Website: www.cityofmobile.org
https://workwith.cityofmobile.org/WorkWithCity/GetReady

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE, AL

From: White, Jessica <jessica.white@cityofmobile.org>
Sent: Wednesday, January 18, 2023 3:50 PM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: O'Connor, Guy <guy.oconnor@cityofmobile.org>
Subject: DBE Approval McGregor Ave Widening 2013-202-07

Attached is the Thompson Engineering Inc, DBE Request for McGregor Ave Widening-Airport to Dauphin (2013-202-07). Please review and approve.

Jessica White
Office Assistant II-Engineering
205 Government St.
3rd Floor, South Tower
Mobile, AL 36602
251.208.7458

CONSULTANT 4/14/81 EXHIBIT C

The parties agree to fully comply with the energy conservation plan of the State of Alabama issued in compliance with the Federal Energy Policy and Conservation Act (Public Law 94-163) where applicable to the parties and, in addition;

In the event the payment to CONSULTANT under the terms of this AGREEMENT exceeds the sum of $100,000.00, the CONSULTANT agrees to comply fully and completely with the applicable standards, orders and requirements issued under the following laws, orders and regulations:

a. Section 306 of the Federal Clean Air Act (42 U.S.C. 1857(h), as amended by 42 U.S.C. 7401 et seq.).

b. Section 508 of the Federal Clean Water Act (33 U.S.C. 1368).

c. Executive Order 11738 (Federal).

d. Environmental Protection Agency Regulations (40 CFR Part 15).

It is understood and agreed that the STATE will report in writing to the Federal Highway Administration and to the Assistant Administrator for enforcement of the United States Environmental Protection Agency, violation on the part of the CONSULTANT, immediately upon concurrence of any such violation or any provision of the foregoing laws, orders and regulations applicable to CONSULTANT.

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CONSULTANT 4/14/81
REVISED 3/17/82
REVISED 5/12/89
REVISED 3/8/91

EXHIBIT D
Page 1

CHANGES OF WORK

a. If during the term of this AGREEMENT additional services are required other than those services specified in this AGREEMENT, or major changes in the work become necessary or desirable, the CITY and/or STATE may, in writing, order the CONSULTANT to perform such services or make such changes, or if the CONSULTANT is of the opinion that the work he was directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall promptly notify the CITY and STATE in writing of such fact and receive written approval from the CITY and STATE prior to performing such work. The terms "in writing" and "written approval" may be in the form of normal correspondence such as letters, or written conference notes approved by the CONSULTANT, the CITY and the STATE. In the event that the CITY and/or STATE determines that such work does constitute extra work, additional terms for completion of contract shall be given and payment for the extra work will be negotiated by supplemental AGREEMENT. Any extra work and/or payment for extra work must have the approval of the Federal Highway Administration before such work is undertaken if Federal funds are to be utilized in payment for such work.

b. During the term of this AGREEMENT any service in the AGREEMENT may be deleted and reduced at the discretion of the CITY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

DELAYS AND EXTENSIONS - TIME PERIOD OF AGREEMENT

In the event that additional work or unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in this AGREEMENT, the CITY may grant a time extension to any or all phases of the work provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for extra work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit. In the event the CITY determines the time provided for in the AGREEMENT for the completion of work is not sufficient for completion of the work, in keeping with generally acceptable work practices for accomplishment of the work involved, the CITY may, at the sole option of the CITY, in writing directed to the CONSULTANT, extend the AGREEMENT for such time period, or periods of time from time to time thereafter as the CITY deems necessary for work completion. Writing directed from the CITY to the CONSULTANT extending the AGREEMENT will be conclusive of the fact that the CITY has made the determination of insufficiency of time as above provided.

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CONFERENCES, VISITS TO SITE, INSPECTION OF WORK

a. The parties agree that conferences will be held at the request of CITY and/or STATE representatives, the Federal Highway Administration or the CONSULTANT to discuss matters pertinent to any phase of this project. CITY, STATE or FHWA representatives may visit the CONSULTANT'S office during normal working hours where the work is being performed at any time with or without advance notice to the CONSULTANT. The CONSULTANT agrees to coordinate the work with the CITY and STATE throughout all areas and stages of work as it progresses, assuring that it proceeds expeditiously and is accomplished in an orderly and timely fashion.

b. The CONSULTANT, when so directed by the CITY and/or STATE, agrees to confer with local public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

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CONSULTANT 4/14/81 EXHIBIT E
REVISED 4/18/89
REVISED 7/24/01
REVISED 10/18/01

TERMINATION OR ABANDONMENT

a. The CITY and/or STATE shall have the absolute right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The CITY and/or STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the CITY and/or STATE shall consider the following:

(1) The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

(2) The amount of the expense to which the CONSULTANT is put in performing the work to be terminated in proportion to the amount of expense to which the CONSULTANT would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit, which the CONSULTANT might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CONSULTANT, such termination shall be accordance with Federal Acquisition Regulations applicable.

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CONSULTANT 4/14/81
REVISED 4/2/92
REVISED 4/22/94
REVISED 2/4/98
REVISED 7/24/01
REVISED 10/18/01
REVISED 9/22/05
REVISED 9/15/2014

EXHIBIT F
Page 1

RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT and the subconsultant, agents or employees of CONSULTANT in connection with their service under this AGREEMENT. The CONSULTANT specifically agrees that the subcontractors, agents, or employees of CONSULTANT shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, the CONSULTANT shall defend, indemnify and hold harmless the CITY of MOBILE, the STATE of Alabama, the Alabama Department of Transportation, its officials and employees, both in their official and individual capacities, and their agents and servants from and against all claims, damages, losses and expenses or allegations thereof, including but not limited to reasonable attorneys' fees, arising out of or resulting from faults, errors, mistakes, omissions, malfeasance, misfeasance, misconduct or negligent acts or omissions of the CONSULTANT in connection with their service under this agreement. Such indemnity shall not be limited by reason of any insurance coverage provided.

INSURANCE

General Liability, public liability, professional liability and property damage insurance in the amount of $1,000,000 shall be carried by the CONSULTANT in a policy, or policies, which shall specifically cover the above areas, as well as motor vehicle liability in the amount of $250,000 without expense to the CITY and STATE. Proof of insurance coverage shall be provided annually in a form as required by the CITY and/or STATE. The CITY and STATE shall be made, and shown as, an additional insured on the face of the insurance.

GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the labor law and 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.

SUBLETTING, ASSIGNMENT, OR TRANSFER

There shall be no assignment, subletting or transfer of the work or interests of the CONSULTANT in any of the work covered by this AGREEMENT without the written consent of the CITY and STATE. In the event the CITY and STATE gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work or interest is assigned, sublet or transferred to as fully and completely as the CONSULTANT is hereby bound and obligated, and the CONSULTANT agrees to so bind any party or parties to which the work or interests of CONSULTANT are so assigned, sublet, or transferred.

AGENCIES

By entering into this agreement, the CONSULTANT is not an agent of the CITY or STATE, its officers, employees, agents or assigns. The CONSULTANT is an independent entity from the CITY and STATE and nothing in this agreement creates an agency relationship between the parties.

CONSULTANT 4/14/81
REVISED 4/2/92
REVISED 4/22/94
REVISED 2/4/98
REVISED 7/24/01
REVISED 10/18/01
REVISED 9/22/05
REVISED 9/15/2014

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.

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CONSULTANT 4/14/81
REVISED 7/14/81
REVISED 8/5/81
REVISED 7/24/01
REVISED 10/18/01
REVISED 6/13/07

EXHIBIT G
Page 1

EMPLOYMENT OF STATE, COUNTY, OR CITY WORKERS

Unless specific written approval is granted by the CITY and STATE, the CONSULTANT agrees that CONSULTANT will not engage, on full or part-time or other basis during the period of the AGREEMENT, any professional or technical personnel, who are or have been at any time during the period of the AGREEMENT, in the employ of any highway organization in Alabama, either State, County, or City, except regularly retired employees.

SOLICITING OF AGREEMENT

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this AGREEMENT. For breach of violation of this warranty the CITY and STATE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONSULTANT'S RESPONSIBILITY

The CONSULTANT agrees to endorse the original title or cover sheet or all sets of plans, estimates, reports and engineering data required to be furnished by CONSULTANT under the terms of this AGREEMENT. The CONSULTANT agrees to certify to the CITY and STATE as to the accuracy of the design and plans stating that checks of (1) design calculations and (2) details and drafting of plans have been made by competent engineers of CONSULTANT'S organization. The CONSULTANT hereby assumes responsibility for any design errors found during the preparation of contract plans, which are attributable to the work, called for by this AGREEMENT.

At all times from the execution of this AGREEMENT until its termination, CONSULTANT shall possess all appropriate professional or other required or necessary certifications for itself and/or all staff, as the case may be. If at any time during the term of this AGREEMENT, any said certification shall become inactive, expire, be suspended, or CONSULTANT become ineligible therefore, either through its corporate entity or entities, including parent(s) and subsidiary (ies), or through its employees, servants, or agents, CONSULTANT shall not be permitted to continue any work contemplated under this AGREEMENT and not be paid for work performed during said times while any certification was not active and current. In addition, CONSULTANT shall be liable in all respects for all matters required of CONSULTANT under the terms of this AGREEMENT regardless of whether or not the CITY and/or ALDOT discovers or is aware of the same.

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CONSULTANT 4/14/81
REVISED 7/14/81
REVISED 8/5/81
REVISED 7/24/01
REVISED 10/18/01
REVISED 9/29/06

All reports, drawings, studies, maps, or any other documents of any nature whatsoever prepared by or for the CONSULTANT shall be made available to the CITY and ALDOT for inspection and review at a reasonable time(s) and place(s) as designated by the CITY and/or ALDOT. Provision of all reports, drawings, studies, maps, or any other documents of any nature whatsoever to the CITY and ALDOT shall not in any way relieve the CONSULTANT of any of its duties or responsibilities for any and all aspects of work provided therein or thereby. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies, maps, or other documents of any nature whatsoever prepared under this AGREEMENT should funds of the United States of America be in any way utilized in payment for the same. Instructions, suggestions, modifications, or comments communicated by the CITY and/or ALDOT regarding the work to be performed under this AGREEMENT at any time during the term of this AGREEMENT to CONSULTANT does not relieve CONSULTANT of its duties or responsibilities or the engineering or quality thereof for any and all aspects of work under this AGREEMENT. CONSULTANT shall confirm in writing receipt of any such communication. CONSULTANT shall be responsible for any CITY and/or ALDOT cost incurred in any work or service under this AGREEMENT due to CONSULTANT'S conduct as provided in Exhibit F.

Acceptance by the CITY and ALDOT of any work performed by CONSULTANT shall not relieve CONSULTANT of its duties, responsibilities or professional or other obligations to correct deficiencies in its work, at its sole and complete expense, without recourse, any responsibility as provided in Exhibit F.

The CONSULTANT shall be liable and responsible for contractor claims as provided in Exhibit F. For contractor claims against the CITY and/or STATE, the CONSULTANT shall attend, participate and defend the claim in the claims review process. Claims determined to be caused by the CONSULTANT as provided in Exhibit F shall be paid by the CONSULTANT.

MAINTENANCE OF RECORDS

It is agreed that the CONSULTANT and the subcontractors of CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment of funds under the contract, for inspection by the CITY, STATE and FHWA and copies thereof shall be furnished if requested.

OWNERSHIP OF ENGINEERING DOCUMENTS

a. Upon completion or termination of the work covered by this AGREEMENT, the CONSULTANT shall deliver to the CITY and/or STATE upon CITY and/or STATE'S request all survey notes, computations, tracings and all other documents and data pertaining to the work or to the project, which material shall become the property of the CITY and STATE. All completed original tracings of maps and other engineering data furnished to the CITY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

b. The CITY and STATE shall in no way be limited in its subsequent use of the designs or ideas incorporated in the work for the preparation of contract plans and documents. The CITY and STATE, insofar as it has the right, releases the CONSULTANT from liability, resulting from use by the CITY and/or STATE of such designs or ideas on work other than that covered in this AGREEMENT.

CONSULTANT 4/14/81
REVISED 3/17/82
REVISED 5/5/82 REVISED 10/13/87
REVISED 5/12/89
REVISED 1/30/15

EXHIBIT H
Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

The CONSULTANT will comply with the Regulations of the City of Mobile and the Department of Transportation relative to nondiscrimination in federally-assigned programs of the City of Mobile and the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131- 12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to
  -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY, STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to

furnish this information, the CONSULTANT shall so certify to the CITY, STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions provided for herein, the CITY and/or STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CONSULTANT under contract until the CONSULTANT complies, and/or

2. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The CONSULTANT will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, orders or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract, procurement, or lease as the CITY and/or STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CONSULTANT may request the CITY and/or STATE to enter into such litigation to protect the interest of the CITY and/or STATE.

COST PRINCIPLES

The CITY's and STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CONSULTANT shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CONSULTANT shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

CONSULTANT 4/14/81
REVISED 3/17/82
REVISED 5/5/82
REVISED 10/13/87
REVISED 5/12/89
REVISED 4/9/04
REVISED 1/30/15

b. The CONSULTANT, in accordance with the status of CONSULTANT as an independent contractor, covenants and agrees that the conduct of CONSULTANT will be consistent with such status, that CONSULTANT will neither hold CONSULTANT out as, or claim to be, an officer or employee of the CITY and STATE by reason hereof, and that CONSULTANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY and STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph b. also applies in like manner to the employees of CONSULTANT.

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CONSULTANT 4/28/00 EXHIBIT H-1
REVISED 12/18/08

CONSULTANTS' CERTIFICATIONS

The CONSULTANT by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CONSULTANT. The CONSULTANT agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CONSULTANT at the time of execution of the AGREEMENT. The CONSULTANT agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CONSULTANT agrees that the per diem rate will be limited to the rate allowed by the CITY and STATE at the time of execution of the AGREEMENT. The CONSULTANT agrees that a meal allowance shall be limited to CONSULTANT employees while in travel status only and only when used in lieu of a per diem rate.

The CONSULTANT shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CONSULTANT agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

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CONSULTANT 11/12/81
REVISED 7/24/01
REVISED 10/18/01

EXHIBIT I

FAILURE TO COMPLETE AGREEMENT WITHIN AGREED UPON TIME

The CONSULTANT, by execution of the AGREEMENT, agrees that the work described within the AGREEMENT will be completed in accordance with the time specified in the AGREEMENT and in the event the CONSULTANT does not complete the work on time, with the exception of any delays that are not within its control, the CONSULTANT shall pay for all costs of the CITY and STATE attributable to, arising or resulting from, the CONSULTANT'S delay. In addition, the CITY and STATE will have the absolute right to eliminate the CONSULTANT for consideration of any future work.

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CONSULTANT 12-20-88
REVISED 3-14-01

EXHIBIT K
Page 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this AGREEMENT is being submitted for assistance in obtaining a copy of those regulations.

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The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

The balance of this page has been intentionally left blank.

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The balance of this page has been intentionally left blank.

The prospective lower tier participant shall provide immediate written notice to the person to which this AGREEMENT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this AGREEMENT is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction, with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this AGREEMENT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this AGREEMENT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

(Exceptions to the above are to be submitted on a separate sheet.)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

By executing the AGREEMENT to which this Exhibit K is attached, I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification and that the above and foregoing statements are true and correct and that by signing this certification I am also agreeing on behalf of the contractor in whose name the agreement is made, whether individual, partnership or corporation as might be applicable, that this Exhibit K is a part of the agreement to which it is attached.

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CONSULTANT 02/05/88 EXHIBIT L

PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS

In accordance with Section 109 of Public Law 100-202 enacted on December 22, 1987, the STATE, acting by and through its Department of Transportation, and the CITY will not consider for award any bid proposals submitted by any consultant, and will not consent to subletting any portions of the contract to any subconsultant, of a foreign country during any period in which foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

Unless otherwise noted by the United States Trade Representative, the country of Japan shall be deemed to be listed as discriminating against U.S. firms in conducting procurements for public works projects.

For the purpose of the foregoing provisions of this Exhibit L, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant or such foreign country.

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CONSULTANT 3/19/90 EXHIBIT M
REVISED 7/18/90

CERTIFICATION FOR FEDERAL-AID CONTRACTS

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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CONSULTANT 2/15/95 EXHIBIT N
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/28/15

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE, CITY, and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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REVISED 12-27-10 EXHIBIT X

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Thompson Engineering Inc.

Project Number: STPMB-7508(600)

Contract ID#: _____ Supplemental Agreement #: _____

Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

2.) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

*Signature: John H. Baker III

*Name of Certifying Official (Print): John H Baker III

*Title: President / CEO

Date of Certification (mm/dd/yyyy): 01/17/2023

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

EXHIBIT Y

REVISED 3/9/01
REVISED 1/22/07

Federal-Aid Project: STPMB-7508 (600)
State: ALABAMA
County: MOBILE
City: MOBILE

CERTIFICATION OF CONSULTANT

I hereby certify that I am the President/CEO duly authorized representative of the firm of Thompson Engineering whose address is 2970 Cottage Hill Rd Ste 190 Mobile AL 36606 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.

January 17 2023 — John A. Baker III
Date — Signature

EXHIBIT Z

Federal-Aid Project: STPMB-7508 (600)
State: ALABAMA
County: MOBILE
City: MOBILE

CERTIFICATION OF EXECUTIVE DIRECTOR OF PUBLIC WORKS

I hereby certify that I am the Executive Director of Public Works for the City of Mobile, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

a) employ or retain, or agree to employ or retain, any firm or person, or,
b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration or any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to 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.

Date _____ Signature _____

ALABAMA DEPARTMENT OF TRANSPORTATION

CONSULTANT FIELD OFFICE PROCEDURES

GENERAL:

The Department generally allows its Consultants to perform contracted services from their established home or branch offices. However, on certain projects such as construction engineering and inspection (CEI), the Consultant will be required to establish a field office at or near the job site. The establishment of the field office, it's staffing, and its operational costs will be determined by project needs and negotiated with the Consultant.

DEFINITIONS:

(1) Field Office – Any office which the consultant or contractor specifically establishes or has furnished to them at or near the project site to be used exclusively for project purposes. The office may be a trailer, building, room, or a series of rooms for consultant personnel. Neither the number of personnel nor their mix by work classification shall have any bearing on this definition.

(2) Cost Objective – A function, organizational subdivision, contract or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost processes, products, jobs, capitalized projects, etc.

(3) Direct Cost – Any cost that is identified specifically with a particular final cost objective.

(4) Indirect Cost – Any cost not directly identified with a single final cost objective, but identified with two or more final cost objectives or with at least one intermediate cost objective.

ALLOWABLE COSTS:

The allow ability of costs will be determined in accordance with the criteria contained in the Code of Federal Regulations, Titles 23, 48, and 49 and other applicable Federal and State regulations.

The decision on whether a cost should be allowed as a direct or indirect cost depends largely on the Consultant's normal and customary practices for estimating and accounting. These practices should be outlined in the Consultant's annual overhead audit
and must be followed during contract pricing and negotiations.

GUIDELINE:

(5) Direct Costs

a. The scope of services that is required by the ALDOT contract may vary from routine projects of short duration to complex projects which last for several years. The complexity of the project, its duration, and location and the Consultant's general accounting practices will be considered during the determination of which direct cost will be allowed on individual projects.

b. The Department will allow direct labor costs required for field office operations as well as home or branch office direct labor costs that are specifically identified and approved. The job classifications, man-hours, wage rates, etc., which are allowable will be determined during contract negotiations between the Department and the consultant. As a general rule, the home or branch office direct labor will be limited to those essential services which must be provided from the home or branch office and can be provided from there more effectively or economically will be allowed.

c. As a general rule, the Department expects the Consultant to provide the necessary equipment to handle projects which require a field office and operations associated with it. Should the Consultant not own or have access to the required equipment items, whether the items should be leased, purchased or allowed in some other manner as a direct cost or indirect cost will be decided during contract negotiations. Consistency with the consultant's normal accounting practices and the Department's normal contracting practices will be considered. Other costs will also be evaluated during contract negotiations and their allow ability as a direct or indirect cost will be established. On occasions, the Department's Construction Contractor may be required to provide the field office and related equipment and operating cost. However, the CEI Consultant will remain responsible for providing all other equipment, supplies, etc., necessary for the project.

d. Following is a list of the direct costs normally associated with the operations of a field office. The list is not all-inclusive, but it provides the general types of costs, which are expected in a field office operation, and indicates the Department's policy on the allow ability of such costs.

•Office Facility (rent/lease/purchase) – The direct cost of office space is allowable provided the office is established specifically for the ALDOT project and will be used solely for the project.

GUIDELINE:

(1) Direct Costs

a. The scope of services that is required by the ALDOT contract may vary from routine projects of short duration to complex projects which last for several years. The complexity of the project, its duration, and location and the Consultant's general accounting practices will be considered during the determination of which direct cost will be allowed on individual projects.

b. The Department will allow direct labor costs required for field office operations as well as home or branch office direct labor costs that are specifically identified and approved. The job classifications, man-hours, wage rates, etc., which are allowable will be determined during contract negotiations between the Department and the consultant. As a general rule, the home or branch office direct labor will be limited to those essential services which must be provided from the home or branch office and can be provided from there more effectively or economically will be allowed.

c. As a general rule, the Department expects the Consultant to provide the necessary equipment to handle projects which require a field office and operations associated with it. Should the Consultant not own or have access to the required equipment items, whether the items should be leased, purchased or allowed in some other manner as a direct cost or indirect cost will be decided during contract negotiations. Consistency with the consultant's normal accounting practices and the Department's normal contracting practices will be considered. Other costs will also be evaluated during contract negotiations and their allow ability as a direct or indirect cost will be established. On occasions, the Department's Construction Contractor may be required to provide the field office and related equipment and operating cost. However, the CEI Consultant will remain responsible for providing all other equipment, supplies, etc., necessary for the project.

d. Following is a list of the direct costs normally associated with the operations of a field office. The list is not all-inclusive, but it provides the general types of costs, which are expected in a field office operation, and indicates the Department's policy on the allow ability of such costs.

1. Office Facility (rent/lease/purchase) – The direct cost of office space is allowable provided the office is established specifically for the ALDOT project and will be used solely for the project.

2. Office Equipment (rent/lease/purchase) – Costs necessary to equip the office facility to ALDOT's standards is allowable.

3. Operational Costs (utilities, water, electricity, maintenance, repairs, janitorial, etc.) – Costs are allowable.

4. Insurance – The cost is allowable if project specific.

5. Office Operations (supplies, reproduction, printing, postage, telephone, etc.) – Costs are allowable.

6. Auto, Trucks, Other Vehicles will be reimbursed at the prevailing Federal Rate, as approved by the General Services Administration. Tool boxes, camper shells, flashing lights, etc. attached to vehicles shall be invoiced as a direct cost.

7. Field/Testing Equipment and supplies (survey instruments, nuclear density equipment, binoculars, hammers, ladders, diving equipment, protective clothing, hard hats, boots, etc.) – These costs are allowable if required by the contract or the Department's Region/Division Consultant CEI Engineer or Department's Region/Division Construction Engineer.

8. Communication Equipment (radios, beepers, etc.) – The cost of specifically required items are allowable.

9. Computers – Direct cost is allowable on an hourly rate basis, provided the consultant can support the basis for the hourly rate and such cost is routinely charged as direct cost in the Consultant's accounting system. The purchase or lease of computer equipment as a direct cost will not be allowed unless specifically required by the project and approved by the Department.

10. Travel/Relocation
    a. Relocation – Relocation expenses shall be reimbursed only upon prior approval of the Department.
    b. Travel – Travel expenses will not be paid for employees assigned to a project. Employees required to attend meetings away from the project will be reimbursed in the same manner as Department employees. Employees based away from the project that are required to travel at the Departments' request to a meeting at the project site or elsewhere shall be reimbursed according to the

Consultant's policy but not to exceed the limitations of the Federal Travel Regulations.

11. Sub-consultants (including Surveyors, Outside Geotechnical, etc.)
– Costs are allowable if project related and specifically approved

Approved costs that are directly identified with the project and consistently treated as direct cost in the Consultant's accounting records will be allowed as direct project cost. If a cost is not specifically incurred for a project and identified with that project, it will not be claimed as a direct cost. However, it may be allowed as part of the indirect costs that are allocated to the field office indirect cost pool.

As a general rule, the method of acquisition for any capital asset (item costing $500.00 or more and having a life expectancy of 1 year or more) will be determined through a lease versus purchase analysis. The type of asset, its value, life expectancy, time of use on the project, residual value, etc. will be considered in the determination of whether to lease, purchase, pay use charges, or use other methods of compensation for capital assets.
Should the acquisition of capital assets as a direct cost be required for a particular project, the ownership and disposition of the asset will be determined during contract negotiations. The Department will not normally take ownership of acquired assets, but will either require the Consultant to provide a residual value for the unused life of the asset, or the Consultant will be provided with specific instructions regarding disposition of the asset. In either case, the Department requires that an equitable credit be obtained from the Consultant.

(2) Indirect Costs

a. As a general rule, the Department does not require extensive staffing of its Consultants' field offices. Most administrative and management functions will be performed at the branch or home office. Therefore, an equitable portion of these offices' indirect cost should be allocated to the field office. The costs that are allocated and the basis for the allocation depend largely on the results of the contract negotiations as well as the Consultant's customary accounting practices.

b. Fringe Benefits – The fringe benefits applicable to the field office direct labor costs should be allocated to the field office overhead pool. If the Consultant's accounting records do not maintain separate identity for field office fringe benefits, the fringe benefits will be allocated on a direct labor basis (e.g., field office direct labor divided by total direct labor).

c. Indirect Labor – Indirect salaries (accounting, legal, purchasing, personnel, management, etc.) shall be allocated on a direct labor basis.

d. Indirect Expenses – As a general rule, home or branch office indirect expenses will be allocated to the field office overhead pool on a

percentage basis which is determined by dividing the allocated indirect labor by the total home or branch labor (direct and indirect). Certain indirect expenses such as depreciation, repairs and maintenance, and field supplies which directly benefit only the field offices and which can be specifically identified may be allocated directly to the field office overhead pool.

e. When allocating indirect costs, it must be understood that the title of a particular cost account is not reason enough to determine whether the costs contained therein are allowable and allocable. A review of internal controls, compliance requirements, and an audit of the overhead are necessary to make that determination.

(3) In the event that a Consultant does not have an audited field office overhead rate, the first year's billable rate shall not exceed 105% of direct labor.

(4) The field office overhead rate and cost billed will be subject to audit as determined by the External Audit Manager of the Department. However, in no event shall the home or field office billable rates be reimbursed at a rate higher than 5 percentage points of the previous years' audited rates.

(5) The Bureau of Finance, External Audit Section of the Alabama Department of Transportation shall be furnished a certified annual audit report within five (5) months after the closing of the Consultant's fiscal year.

(6) Billable overtime will require prior authorization from the Department. Overtime is all time exceeding 40 hours per week.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly overtime rate will be 1.5 times the billable rate.
b. Hours worked on holidays observed in the Region/Division on work that is being performed by the Consultant will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly rate will be 1 times the billable rate.
b. The premium portion of overtime will be billed in accordance with the Consultant's Indirect Cost Rate Calculation.

(7) If the Consultant uses an employee of another Consultant that has been approved by the Department on a temporary or permanent basis for work that is the prime Consultant's responsibility, the Department will be billed the actual labor rate paid by the Sub Consultant not to exceed the approved hourly rate for that classification in the Master Agreement. The audited field office of the Sub

Consultant may not exceed the audited rate of the prime Consultant. Regardless of the labor mixture, profit is limited to 10%.

NOTE: Attached is a sample of the Alabama Department of Transportation's Accepted method of allocating overhead to a field office.

Example: (Showing Field Plus Home Office Rates)

Sample Engineering, Inc.
Schedule of Indirect Costs & Rate Calculation
For the Year Ended December 31, 1999

DIRECT LABOR:	Home Office			1,343,665	
	Field Office			948,220	
	Total Direct			$ 2,291,885	
					Allocation
	Proposed Allocable Expenses	**Unallowable Expenses**	**FAR Reference**	**Audited Expenses**	**Field Office**	**Home Office**
FRINGE BENEFITS						
Insurance - Group	$ 111,354	$ -		$ 111,354	$ 46,070	$ 65,284
Insurance - Life	4,197	(670)	31.205-19	3,527	$ 1,459	2,068
Payroll - Bonus	164,650	0		164,650	$ 68,121	96,529
Payroll - Holiday	83,722	0		83,722	$ 34,638	49,084
Payroll - Sick	22,343	0		22,343	$ 9,244	13,099
Payroll - Vacation	90,838	0		90,838	$ 37,582	53,256
Payroll - Taxes	240,003	0		240,003	$ 99,296	140,707
Total Fringe Benefits	$ 717,107	$ (670)		$ 716,437	$296,411	$ 420,026
GENERAL OVERHEAD						
Indirect Labor	621,191	0		621,191	$257,005	364,186
Accounting & Legal	9,357	0		9,357	1,224	8,133
Advertising & Promotion	3,362	0		3,362	440	2,922
Auto Expense	60,665	(3,413)	31.205-6	57,252	7,489	49,763
Computer Service	6,288	0		6,288	822	5,466
Continuing Education	7,407	(972)	31.205-44	6,435	842	5,593
Convention & Seminars	5,144	0		5,144	673	4,471
Depreciation & Amortization	138,625	0		138,625	18,132	120,493
Dues, Memberships, Licenses	4,590	(320)	31.205-1	4,270	559	3,711
Employee Welfare	11,197	0		11,197	1,465	9,732
Equipment Rental	23,481	(1,622)	31.205-1	21,859	2,859	19,000
Insurance - Auto & Trucks	29,683	(2,908)	31.205-6	26,775	3,502	23,273
Insurance - General	204,035	(49,973)	31.205.19	154,062	20,151	133,911
Insurance - Workers' Comp	17,584	(5,455)	31.205.19	12,129	1,586	10,543
Miscellaneous Expenses	5,189	0		5,189	679	4,510
Office Supplies & Expenses	79,429	0		79,429	10,389	69,040
Postage & Delivery	15,557	0		15,557	2,035	13,522
Professional Fees	32,259	0		32,259	4,220	28,039
Rent - Building	100,173	0		100,173	13,103	87,070
Repairs & Maintenance	42,831	0		42,831	5,602	37,229
Subscriptions	6,178	0		6,178	808	5,370
Survey Supplies	24,318	0		24,318	3,181	21,137
Taxes	11,923	0		11,923	1,560	10,363
Telephone	38,299	0		38,299	5,010	33,289
Travel	15,476	(65)	31.205-46	15,411	2,016	13,395
Utilities	20,732	0		20,732	2,712	18,020
Gain on Sale of Assets	(500)			(500)	(65)	(435)
Contributions	698	(698)	31.205-8	0	0	0
Entertainment	9,851	(9,851)	31.205-14	0	0	0
Total General Overhead	$1,545,022	$ (75,277)		$ 1,469,745	$367,997	$ 1,101,748
Indirect Cost Overhead Rate				95.39%	70.07%	113.26%

Notes:
(1) Indirect salaries were allocated to field office on the basis of direct labor.
(2) Indirect expenses were allocated to field office based on a ratio of allocated indirect salaries to total home office salaries (Home Office Direct Labor plus Total Indirect Labor) resulting in 13.08 % to the field.
Fringe Benefit Allocation: Field = 31.26% of Field DL Home = 31.26% of Home DL
General OH Allocation: Field = 38.82% of Field DL Home = 82.06% of Home DL

Attachment 2

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John H Baker III (affiant) who, being duly sworn says as follows:

President/CEO of Thompson Engineering 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/CEO for Thompson Eng 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 Thompson Engineering Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783 .

John H. Baker III

CEO of Thompson Engineering Inc

Sworn to and subscribed before me this the 17 day of January, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Stephanie Ivey McAleer

Signature and Seal of Notary Public

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

Company ID Number:571783 Client Company ID Number:1426448

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

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. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-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 DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. 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.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). 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.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

A. Automated verification checks on alien employees by electronic means, and

B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides 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.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. 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.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time 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 E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. 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.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. 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.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Thompson Holdings, Inc	
Name (Please Type or Print) Chad Brown	Title
Signature Electronically Signed	Date July 03, 2019
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date July 03, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 03, 2019

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
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	19

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

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

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

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

Attachment 3

thompson
ENGINEERING

December 18, 2022

Mr. Nick Amberger, P.E.
City Engineer
City of Mobile Engineering Department

Subject: STPMB-7508 (600) McGregor Avenue Widening and Roundabout Installation
Thompson Engineering CEI Fee Proposal

Dear Mr. Amberger

I am writing this letter in response to Thompson Engineering having been selected to initiate fee negotiations with the City of Mobile to provide CEI services for the McGregor Widening and Roundabout Installation project. The fee proposal is based on anticipated personnel, experience on similar construction projects and the following assumptions:

1. Employee Classifications, Pay Rates and Field Office Overhead Reduced Rate of 135% based on attached letter from Thompson Engineering for CE&I projects with the Alabama Department of Transportation and the City of Mobile.
2. 325 working days in the contract for an estimated duration of 100 weeks based on 65% day charged rate.
3. Project Start Up – 4 Weeks
4. Initial Construction – 4 Weeks
5. Peak Operations – 86 Weeks
6. Project Close Out – 6 Weeks
7. Fee includes all concrete field testing

The attached man-day fee proposal breaks down the man-day estimate and daily rate for each classification of employee on the project.

Thompson Engineering plans to use a Level II Inspector from CERM during peak operations to conform to the City's 15% DBE target. For the fee proposal we assumed $24.00 per hour using CERM's field office overhead of 117.63% with 10% profit and 0.35% Facilities Cost of Capital for a total of $57.53 per hour. This rate is subject to change based on availability.

Thompson Engineering has also prepared a man day fee estimate for lab services to include all soil testing as well as providing a technician to be present in the asphalt lab during paving operations. Attached is the man day fee estimate for soil and asphalt lab services for your use. Thompson Engineering lab staff will ensure all

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Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com
A THOMPSON HOLDINGS, INC. COMPANY

testing required by the ALDOT Testing Manual will be performed and results returned in a timely manner to field inspection staff for their use. ALDOT will be providing all concrete lab testing for this project.

Thompson Engineering will also provide additional design support services for this contract on an on-call and task order approved basis. This effort will be billed as time and materials based on the attached man-day fee estimate. Total fee for this work will not exceed $49,981.00.

Thompson Engineering will also retain Michael Baker as a sub-consultant as the design Engineer of Record to perform Post Design Services to include but not be limited to the following: Evaluation and preparations of required design modifications to include roadway geometrics, sequence of construction, signalization, ITS, lighting and drainage; prepare required construction plan updates; attend public meetings and assist with required utility coordination. Total fee for this work will not exceed $78,856 with the 5% sub-consultant markup.

Thompson Engineering will also retain Wattier Surveying as a sub-consultant to perform Field Survey Services to include the following: Recovering survey control; Field Staking (Existing ROW, Acquired ROW, Permanent Slope Easements, Temporary Construction Easements) and Maintenance of all field staking. Total fee for this work will not exceed $22,171 with the 5% sub-consultant markup.

In summary, Thompson Engineering proposes to provide the following services to the City of Mobile with proposed fee as listed below:

1.	Construction Engineering and Inspection	$1,370,932.00
2.	Soils Laboratory Services	$13,187.00
3.	Asphalt Laboratory Services	$12,208.00
4.	Additional Design Support Services	$49,981.00
5.	Post Design Services (Sub-Consultant - Engineer of Record)	$78,856.00
6.	Field Surveying Services (Sub-Consultant – Survey)	$22,171.00
	Total	**$1,547,335.00**

Thompson Engineering appreciates the opportunity to be of service to the City of Mobile. Should any questions or comments arise regarding this information, or if any further information is required, please advise.

Sincerely,

THOMPSON ENGINEERING, INC.

Jay Davison, P.E.
Project Manager

Enclosures

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

GRAND TOTAL OF FEE PROPOSAL

Construction Engineering and Inspection	$1,370,932
Soils Laboratory Services	$13,187
Asphalt Laboratory Services	$12,208
Additional Services	$49,981
Post Design Services (Michael Baker)	$78,856
Field Surveying Services (Wattier)	$22,171
GRAND TOTAL FEE	**$1,547,335**

Combined overhead rate (%) >>>>>>>>>>>>>>>	135.00
Facilities Capital Cost of Money (if used) >>>>>>	0.165

LABOR RATES

Classification	Daily Rate
Project Manager	$296.00
Senior Inspector	$232.00
Level II Inspector (DBE)	$192.00
Level I Inspector	$152.00
Professional Engineer	$360.00
Engineering Associate	$320.00
Designer	$280.00

**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

12/18/2022
Date

Alabama CE&I Manager
Position/Title

Project No. STPMB-7508 (600)
County Mobile
Description McGregor Widening and Roundabout Installation
Scope of Work Construction Engineering and Inspection, Soils/Asphalt Lab, Engineering, Post Design & Field Surveying Services (Estimated 100 Week Project Duration)
Consultant Thompson Engineering

Proposed Man-Days	Project Manager	Senior Inspector	Level II Inspector (DBE)	Level I Inspector	Professional Engineer	Engineering Associate	Designer
Task 1: Construction Engineering and Inspection	380.00	868.00	440.00	450.00	131.00	0.00	0.00
Task 1A: Project Startup (4 Weeks)	8.00	30.00	0.00	0.00	8.00	0.00	0.00
Task 1B: Initial Construction (4 Weeks)	16.00	20.00	0.00	0.00	8.00	0.00	0.00
Task 1C: Peak Operations (86 Weeks)	344.00	770.00	440.00	450.00	115.00	0.00	0.00
Task 1D: Project Closeout (6 Weeks)	12.00	48.00	0.00	0.00	0.00	0.00	0.00
Task 2: Soils Laboratory Services	See Attached Unit Pricing for Soil Testing on Page 5			12.00	0.00	0.00	0.00
Task 3: Asphalt Laboratory Services	0.00	0.00	0.00	30.00	0.00	0.00	0.00
Task 4: Additional Design Support Services	0.00	0.00	0.00	0.00	20.00	20.00	20.00
Task 5: Post Design Services (Michael Baker)	See Sub-Consultant Fee on Page 10						
Task 6: Field Surveing Services (Wattier)	See Sub-Consultant Fee on Page 11						
TOTALS	**380.00**	**868.00**	**440.00**	**492.00**	**151.00**	**20.00**	**20.00**

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Construction Engineering and Inspection)

PERSONNEL COST	Man-days	x Daily Rate		
Project Manager	380.00	$ 296.00	$	112,480.00
Senior Inspector	868.00	$ 232.00	$	201,376.00
Level II Inspector (DBE)	440.00	$ 192.00	$	84,480.00
Level I Inspector	450.00	$ 152.00	$	68,400.00
Professional Engineer	131.00	$ 360.00	$	47,160.00
	Total Direct Labor		$	513,896.00
Combined Overhead (%)	135.00		$	693,759.60
Out-of-Pocket Expenses**			$	37,875.00
		Sub-Total	**$**	**1,245,530.60**
Profit (10%)			$	124,553.06
		Sub-Total	**$**	**1,370,083.66**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
			$	-
			$	-
			$	-
			$	-
			$	-
			$	-
Subconsultant Administration Expense (5%)			$	-
		Sub-Total	**$**	**1,370,083.66**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$	847.93
		TOTAL FEE	**$**	**1,370,931.59**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab, Engineering, Post Design & Field Surveying Services (Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (CE&I)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Project Startup (4 Weeks)	20	30	$0.625	$ 375.00
Peak Operations (90 Weeks)	2000	30	$0.625	$ 37,500.00
Project Closeout (6 Weeks)	0	30	$0.625	$ -
			Total Mileage Cost	**$ 37,875.00**

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	**$ 37,875.00**

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	**$ 37,875.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Soil Field and Laboratory Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	12.00	$ 152.00	$ 1,824.00
Professional Engineer	0.00	$ 360.00	$ -
	Total Direct Labor		$ 1,824.00
Combined Overhead (%)	135.00		$ 2,462.40
Out-of-Pocket Expenses**			$ -
		Sub-Total	**$ 4,286.40**
Profit (10%)			$ 428.64
		Sub-Total	**$ 4,715.04**
Soils Laboratory Testing Unit Pricing	**Test Fee**	**No. of Tests**	**Cost**
Atterberg Limit with Moisture Content	$ 75.00	15	$ 1,125.00
Sieve Analysis	$ 58.00	15	$ 870.00
Standard Proctor (Soil)	$ 86.00	10	$ 860.00
Standard Proctor (Stone)	$ 134.50	4	$ 538.00
Modified Proctor (Soil)	$ 97.50	10	$ 975.00
Modified Proctor (Stone)	$ 145.00	4	$ 580.00
Classfication (AASHTO)	$ 145.00	15	$ 2,175.00
Classification (Topsoil)	$ 115.50	3	$ 346.50
pH	$ 30.00	3	$ 90.00
Organic Content L.O.I.	$ 35.00	3	$ 105.00
Moisture Content	$ 11.50	3	$ 34.50
Contingency (10%)			$ 769.90
		Sub-Total	**$ 13,183.94**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$ 3.01
		TOTAL FEE	**$ 13,186.95**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Asphalt Laboratory Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	30.00	$ 152.00	$ 4,560.00
Professional Engineer	0.00	$ 360.00	$ -
	Total Direct Labor		$ 4,560.00
Combined Overhead (%)	135.00		$ 6,156.00
Out-of-Pocket Expenses**			$ 375.00
		Sub-Total	**$ 11,091.00**
Profit (10%)			$ 1,109.10
		Sub-Total	**$ 12,200.10**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 12,200.10**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$ 7.52
		TOTAL FEE	**$ 12,207.62**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab, Engineering, Post Design & Field Surveying Services (Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (Asphalt Laboratory Services)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Total	30	20	$0.625	$ 375.00
	0	0	$0.625	$ -
	0	0	$0.625	$ -
	0	0	$0.625	$ -
		Total Mileage Cost		**$ 375.00**

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		**$ 375.00**

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	**$ 375.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Additional Design Support Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	0.00	$ 152.00	$ -
Professional Engineer	20.00	$ 360.00	$ 7,200.00
Engineering Associate	20.00	$ 320.00	$ 6,400.00
Designer	20.00	$ 280.00	$ 5,600.00
	Total Direct Labor		$ 19,200.00
Combined Overhead (%)	135.00		$ 25,920.00
Out-of-Pocket Expenses**			$ 288.75
		Sub-Total	**$ 45,408.75**
Profit (10%)			$ 4,540.88
		Sub-Total	**$ 49,949.63**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 49,949.63**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$ 31.68
		TOTAL FEE	**$ 49,981.31**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (Additional Design Support Services)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Total	33	14	$0.625	$ 288.75
	0	0	$0.625	$ -
	0	0	$0.625	$ -
	0	0	$0.625	$ -
			Total Mileage Cost	**$ 288.75**

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	**$ 288.75**

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	**$ 288.75**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Post Design Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	0.00	$ 152.00	$ -
Professional Engineer	0.00	$ 360.00	$ -
	Total Direct Labor		$ -
Combined Overhead (%)	135.00		$ -
Out-of-Pocket Expenses**			$ -
	Sub-Total		$ -
Profit (10%)			$ -
	Sub-Total		$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Michael Baker International			$ 75,101.00
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ 3,755.05
	Sub-Total		$ **78,856.05**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$ -
	TOTAL FEE		$ **78,856.05**

**See Grand Total Fee sheet

Project No.	
County	Mobile
Description	STPMB-7508(600) McGregor Avenue
Scope of Work	McGregor Avenue Post Design Support Services
Consultant	Michael Baker International

GRAND TOTAL OF FEE PROPOSAL

Post Design Support Services	$75,101
GRAND TOTAL FEE	**$75,101**

Combined overhead rate (%) >>>>>>>>>>>>>>>	152.354
Facilities Capital Cost of Money (if used) >>>>>>	0

LABOR RATES

Classification	Daily Rate	Raw Base
Principal in Charge	$860.16	$107.52
Project Manager / Sr. Engineer	$606.32	$75.79
Junior Engineer / EIT	$266.88	$33.36
Project Administrator	$287.36	$35.92

**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

12/2/2022
Date

Project Manger
Position/Title

Form Revised 7-30-13

Project No. _____
County Mobile and Baldwin
Description STPMB-7508(600) McGregor Avenue
Scope of Work McGregor Avenue Post Design Support Services

Consultant Michael Baker International

Post Desgin Support Services - Man-days	Principal In Charge	Project Manager	Design/Constr. Leads	Senior Engineer / SME	Proj Controls / Doc Mgmt Lead	Environmental Lead	Engineer / PE	Jr Engineer / EIT	Project Administrator
1 - Post Design Construction Support	DO NOT CHANGE CELLS IN THIS TABLE - CHANGE CELLS IN "HOURS" SHEET								
1.1 Evaluation and Preparation of Required Design Modifications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.1 Roadway Geometrics	1.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.2 Sequence of Construction	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.3 Signalization	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.4 ITS	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.5 Roadway Lighting	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.6 Drainage	1.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.2 Prepare Construction Plan Updates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.2.1 Develop plan revisions	1.00	5.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00
1.3 Attend Public Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.3.1 Participate in Public Meetings	0.50	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.4 Utility Coordination	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.4.1 Assist with required Utility Coordination	0.00	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3.50	32.50	0.00	0.00	0.00	0.00	0.00	15.00	0.00
- All man-days shown are based on an 8 hour day. No overtime is scheduled for this project and contract.									
TOTALS	3.50	32.50	0.00	0.00	0.00	0.00	0.00	15.00	0.00

Form Revised 1-3-13

Project No.	
County	Mobile and Baldwin
Description	STPMB-7508(600) McGregor Avenue
Scope of Work	McGregor Avenue Post Design Support Services
Consultant	Michael Baker International

Fee Proposal

PERSONNEL COST	Man-days	x Daily Rate	
Principal in Charge	3.50	$ 860.16	$ 3,010.56
Project Manager	32.50	$ 606.32	$ 19,705.40
Design/Construction Leads	0.00	$ 880.00	$ -
Senior Bridge/Highway Lead	0.00	$ 640.00	$ -
Project Controls Lead	0.00	$ 480.00	$ -
Environmental Lead	0.00	$ 550.00	$ -
Engineer / PE	0.00	$ 440.00	$ -
Junior Engineer / EIT	15.00	$ 266.88	$ 4,003.20
Project Administrator	0.00	$ 287.36	$ -
	Total Direct Labor		$ 26,719.16
Combined Overhead (%)	152.35		$ 40,706.64
Out-of-Pocket Expenses**			$ 847.80
		Sub-Total	**$ 68,273.60**
Operating Margin (10%)			$ 6,827.36
		Sub-Total	**$ 75,100.96**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 75,100.96**
Facilities Capital Cost of Money (% of Direct Labor)	0.00		$ -
		TOTAL FEE	**$ 75,100.96**

**See Grand Total Fee sheet

Form Revised 1-3-13

County Mobile
Description STPMB-7508(600) McGregor Avenue
Scope of Work McGregor Avenue Post Design Support Services

Consultant Michael Baker International

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Weekly mileage on site	50	24	$0.585	$ 702.00
	0	0	$0.585	$ -
			Total Mileage Cost	**$ 702.00**

Subsistence Cost	Days	# People	$/Day	Total
Hotel (see notes)	0	0	$96.00	$ -
Rental Car (see notes)	0	0	$80.00	$ -
Per Diem (see notes)	0	0	$51.00	$ -
Travel allowance (overnight)***	0	0	$85.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 702.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
8.5"x11" black and white photocopies	6	6	36	$ 0.05	$ 1.80
8.5"x11" color photocopies	0	0	0	$ 0.22	$ -
11"x17" copies	0	0	0	$ 0.10	$ -
24"x36" copies	10	12	120	$ 1.20	$ 144.00
Roll Plots	0	0	0	$ 5.00	$ -
			Total Printing/Reproduction Cost		**$ 145.80**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total
Airfare - 4 staff 6 times each @ $500	$ -

Total Out-of-pocket Expenses **$ 847.80**

Comments:
Travel costs assume 4-6 staff make a total of 8-10 trips to/from Mobile. Use an assumed total of 40 trips, average of 3 days per trip.

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab, Engineering, Post Design & Field Surveying Services (Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Field Surveying Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	0.00	$ 152.00	$ -
Professional Engineer	0.00	$ 360.00	$ -
	Total Direct Labor		$ -
Combined Overhead (%)	135.00		$ -
Out-of-Pocket Expenses**			$ -
		Sub-Total	$ -
Profit (10%)			$ -
		Sub-Total	$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Wattier Surveying			$ 21,115.00
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ 1,055.75
		Sub-Total	$ **22,170.75**
Facilities Capital Cost of Money (% of Direct Labor	0.261		$ -
		TOTAL FEE	$ **22,170.75**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600) McGregor Avenue Widening
County	Mobile
Description	McGregor Ave. from Airport Blvd to Dauphin St.
Scope of Work	R/W & Easement Staking During Construction
Project Length	0.75 Miles
Consultant	WATTIER SURVEYING

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	$0
Field Surveys	$21,115
Preliminary Roadway Plans	$0
Preliminary Bridge Plans	$0
Right-of-Way Map, Tract Sketches and Deeds	$0
Roadway Plans	$0
Bridge Plans	$0
GRAND TOTAL FEE	**$21,115**

Combined overhead rate (%) >>>>>>>>>>>>>>>>	105
Facilities Capital Cost of Money (if used) >>>>>>	0

LABOR RATES

Classification	Daily Rate
Project Manager	$384.62
Engineer	$0.00
Environmental	$0.00
Engineering Technician/CADD	$228.40
Environmental Technician	$0.00
Clerical	$148.00
PLS	$384.62
Survey Crew	$354.64

**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.

Mark A. Wattier — Signed

12/1/22 — Date

President — Position/Title

Form Revised 2-7-11

Project No. STPMB-7508 (600) McGregor Avenue Widening
County Mobile
Description McGregor Ave. from Airport Blvd to Dauphin St.
Scope of Work R/W & Easement Staking During Construction
Project Length 0.75 Miles

Consultant WATTIER SURVEYING

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 2 Man Crew				
Task A: Project Mobilization & Recover Control Points				
A-1 Mobilize	0.13	0.13	0.13	0.13
A-2 Recover & Flag Existing Survey Control Points	0.12	0.75	0.12	0.00
Task A Totals	**0.25**	**0.88**	**0.25**	**0.13**
Task B: Initial Staking - Entire Project 1 time				
B-1 Stake Ex. ROW, Acq. ROW, Perm Slope Esmt & Temp Const Esmt	0.25	5.00	1.00	0.25
Task B Totals	**0.25**	**5.00**	**1.00**	**0.25**
Task C: As-Needed Staking During the Construction Period				
C-1 Stake Ex. ROW, Acq. ROW, Perm Slope Esmt & Temp Const Esmt: to be perfomed hourly as-needed	1.50	15.00	1.50	0.75
Task C Totals	**1.50**	**15.00**	**1.50**	**0.75**
TOTALS	**2.00**	**20.88**	**2.75**	**1.13**

Attachment 3

Form Revised 2-7-11

Project No.	STPMB-7508 (600) McGregor Avenue Widening
County	Mobile
Description	McGregor Ave. from Airport Blvd to Dauphin St.
Scope of Work	R/W & Easement Staking During Construction
Project Length	1.00 Miles
Consultant	WATTIER SURVEYING

Fee Proposal (Field Survey)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager (10% of PLS)	0.20	$ 384.62	$ 76.92
PLS	2.00	$ 384.62	$ 769.24
Survey Crew (see man-day sheet)	20.88	$ 354.64	$ 7,404.88
Engineering Technician/CADD	2.75	$ 228.40	$ 628.10
Clerical	1.13	$ 148.00	$ 167.24
	Total Direct Labor		$ 9,046.38
Combined Overhead (%)	105.00		$ 9,498.70
Out-of-Pocket Expenses**			$ 650.00
		Sub-Total	**$ 19,195.08**
Operating Margin (10%)			$ 1,919.51
		Sub-Total	**$ 21,114.59**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 21,114.59**
Facilities Capital Cost of Money (% of Direct Labor)	0.00		$ -
		TOTAL FEE	**$ 21,114.59**

Form Revised 2-7-11

Project No. STPMB-7508 (600) McGregor Avenue Widening
County Mobile
Description McGregor Ave. from Airport Blvd to Dauphin St.
Scope of Work R/W & Easement Staking During Construction
Project Length 0.75 Miles

Consultant WATTIER SURVEYING

Out-of-pocket Expenses (Field Survey)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
	20	4	$0.625	$ 50.00
	0	0	$0.625	$ -
	0	0	$0.625	$ -
	0	0	$0.625	$ -
			Total Mileage Cost	**$ 50.00**

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	**$ 50.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Deeds, Plats, etc.	0	0	0	$ 0.25	$ -
	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
Survey Supplies (stakes, flagging, markers, etc.)	$ 600.00

Total Out-of-pocket Expenses **$ 650.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 2-7-11

Attachment 3

thompson
ENGINEERING

December 13, 2022

Mr. Nick Amberger, P.E.
City Engineer
City of Mobile Engineering Department

Subject: STPMB-7508 (600) McGregor Avenue Widening and Roundabout Installation
Proposed Staffing Plan

Dear Mr. Amberger:

The following employees are submitted for consideration for approval for use on the above referenced project:

Name	Position	Hourly Rate
Jay Davison	Professional Engineer	$45.00
Charlie Weston	Project Manager	$37.00
Lynn Renfro	Senior Inspector	$29.00
Chad Sharp	Senior Inspector	$26.46
David Lyle	Senior Inspector (Office)	$29.00
Richard Zimmerman	Level II Inspector	$24.00
Morgan Johnson	Level I Inspector (Office)	$19.00

Resumes are attached to this letter.

If you have any questions or need additional information, please do not hesitate to contact me at (251) 327-7122 or by email at jdavison@thompsonengineering.com.

Sincerely,
THOMPSON ENGINEERING, INC.

Jay Davison, P.E.
Alabama CE&I Manager

2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606
251.666.2443 ph / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

Jay P. Davison, P.E.

Alabama CE&I Manager

Assignment:	Professional Engineer
Firm:	Thompson Engineering
Years Experience:	With This Firm: 16
Education:	BS/Civil Engineering/2005 University of Alabama

Project Experience

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody –
Served as Project Manager of this $7,000,000 Widening Project.

ALDOT, I-65 Resurfacing from north of US-43 to just north of AL-225 –
Served as Project Manager of this $3,000,000 Resurfacing Project that included bridge raising at Lister Dairy Road.

ALDOT, I-10 Resurfacing from Carol Plantation to just west of McDonald Road –
Served as Project Manager of this $5,000,000 Resurfacing Project.

ALDOT, I-65 Resufacing from Main Street in Prichard to just north of AL-158 in Saraland
Served as Project Manager of this $9,000,000 Resurfacing Project.

City of Semmes, US-98 and McCrary Road Intersection Improvements –
Served as Project Manager of this $1,200,000 Intersection Improvement Project

ALDOT, I-10 Resurfacing from the Bayway to Highway 59 –
Served as Project Manager during construction of this $14,000,000 Resurfacing Project

ALDOT, I-10 Resurfacing from Rangeline Road to the Tunnel –
Served as Project Manager during construction of this $14,000,000 Resurfacing Project

ALDOT, 3 Mile Rd. & Huxford Rd. Resurfacing Escambia County, AL ATRIP, 2014 –
Served as Project Manager during construction of these Resurfacing Projects.

ALDOT, I-65 Service Road Relocation and SR-158 Improvements Saraland, AL ATRIP, 2014 – Served as Project Manager during construction of this $5,000,000 Grade, Drain, Base, Pave and Signal Project.

AIDT Aviation Training Facility, Mobile, AL, 2014 –
Completed all civil/site design for the construction of the new Training Facility at Brookley Aeroplex.

City of Mobile, Bridge Inspections, Mobile, AL, 2009, 2011, 2013, 2015, 2017 & 2019 –
Completed field work and served as Project Manager for the structural condition assessment inspections following ALDOT and FHWA guidelines and procedures for 124 bridges, and culverts throughout the City of Mobile. Inspections include substructure, superstructure, and deck and channel condition ratings. Thompson supervises underwater surveys where necessary. Inspections are performed by a three-person team consisting of a Certified Bridge Inspector and two Engineering Technicians. Detailed reports are prepared consisting of completed ALDOT ABIMS forms, scour assessment and stream profile measurements, maintenance/repair estimates, and detailed field notes and pictures describing any deficiencies.

Mobile County Commission, Schillinger Road Resurfacing, Mobile, AL –
Assisted on-site inspectors during construction as well as gathering final documentation for the project. The project includes milling and resurfacing of existing pavement, minor drainage improvements, shoulder improvements, traffic control installation,

pavement striping and raised pavement markers and intersection improvements

ThyssenKrupp Steel USA, Administration Building, Calvert, AL, 2010 – Completed all civil/site design for the construction of the new 77,136 square foot Administrative building designed to house over 400 employees. The scope of this $650,000.00 design contract included survey, geotechnical, civil engineering, structural engineering, architecture and interior design, landscape design, interior design, and mechanical and electrical designs. With the exception of landscape, mechanical and electrical, all consulting design services were provided directly by Watermark Design Group/Thompson Engineering team.

IP Casino, Dry Dock Modifications, Biloxi, MS, 2013 – Completed all civil/site/dredging design for the design/build effort to construct a graving dock to dry dock the IP Casino vessel in its current moorings. Approx. 33,300 CY of silt, clay and sand will be removed and the vessel will be enclosed by 820 LF of sheetpile cofferdam. A 615 ft. x 130 ft. graving dock structure, structural steel blocking frame encompassed by a concrete mat foundation will be placed beneath the existing casino vessel. The previously dredged area outside the sheetpile wall will be backfilled with 3,600 CY of dewatered dredged material. Detailed engineering included hydrostatic surge analysis, dredging design, sheetpile wall design, steel frame and blocking design, concrete mat design, existing mooring modifications, and wall cap design.

Mobile County Commission, Airport Boulevard Resurfacing, Mobile, AL – Assisted on-site inspectors during construction as well as gathering final documentation for the Airport Boulevard resurfacing project from Snow Road west to the Mississippi State line. The project includes surveying, clearing, patching, leveling, milling, resurfacing of existing pavement, minor drainage improvements, shoulder improvements, traffic control installation, pavement striping and raised pavement markers, guardrail, and intersection improvements.

Mobile County Commission, 2006 Pay-As-You- Go Program, Celeste Road, 2009 – Improvements to Celeste Road from Salco Road north to the Citronelle, AL City limits. The project consists of over nine miles of roadway and drainage improvements with an estimated construction cost of $4.0 million.

Alabama State Port Authority, Pinto Terminal Dike and Entrance Road, 2010 – Thompson Engineering provided the civil/site plans for a 4,500 foot section of dike designed to protect a dredge spoil disposal area. The project also included the design and construction of a paved entrance road into the site.

City of Mobile, Cottage Hill Road at Montlimar Creek Bridge Approach Slab Repairs, 2010 – Thompson Engineering provided the civil and structural plans for this repair project. The project consisted of the design and construction of removing and replacing the two approach slabs on the bridge.

Bay Gas Storage Co., Disposal Well Design, 2009 – Thompson Engineering provided the civil/site and geotechnical plans for the project that consisted of designing multiple well pads. These well pads were designed to provide room for the drill rig as well as many other pieces of equipment. Mr. Davison completed the design on the layout as well as the grading and drainage. He also completed most of the drafting on the project.

Mobile County Commission, 2004 Pay-As-You-Go Program, Cuss Fork Road / Cuss Fork Loop Road, 2009 – Grade, Base, Drain and Pave Project of Cuss Fork and Cuss Fork Loop Roads. The project consists of a mile of roadway and drainage design with an estimated construction cost of $1.0 million.

Mobile County Commission, 2004 Pay-As-You-Go Program, Airport Connector / Grelot Extension, 2008 – Grade, Base, Drain and

Pave Project from the entrance to the Airport to the proposed roundabout and from the end of Grelot Road to the proposed roundabout. The project consists of a mile of roadway and drainage design with an estimated construction cost of $2.0 million.

Mobile County Commission. 1996 Pay-As-You-Go Program, Pine Springs Road, Cecil Drive and Taylor Avenue, 2008 – Thompson Engineering provided quality assurance during construction of this grade, drain, base and pave project. The construction cost of this project was $600,000.00.

Fire Station No. 3, City of Saraland, AL, 2007 – Project Engineer responsible for design of the grading, drainage and utility work. Mr. Davison also coordinated with the geotechnical engineer to establish earthwork and pavement structures. The project involved the design of an 8,728-square foot, three-apparatus bay new fire station for the City of Saraland. The facility has a training room, a triage area, administrative offices, and crew/living quarters with kitchen and dayroom areas. The structural system includes load-bearing CMU (ground face units) for exterior and apparatus bay walls, limited structural steel, and steel joist framing and roof deck. The design features a barrel vault at the apparatus bay complete with exposed curved steel joists. The roofing systems include both metal panel and modified bituminous. The design layout delineates the business and training area at one side of the apparatus bay and the crew/living quarters at the other side of the apparatus bay.

Mobile County Engineering, Airway Park Drive Drainage Improvements, Mobile, AL, 2007 – Thompson Engineering completed a drainage study of a large drainage basin at the intersection of Airway Park Drive and Schillinger Road. From this study it was determined that two of the pipes in the basin were inadequate. Mr. Davison completed the drainage study and calculations for the project. Once the problem was determined, he completed the construction drawings.

City of Mobile Engineering, Seabreeze Drive Drainage Improvements, Mobile, AL, 2007 – Thompson Engineering provided a detailed study of a drainage system that included a concrete ditch. From the study it was determined that repairs were needed. Once the site problems were defined, Mr. Davison completed the drainage study and construction drawings.

City of Saraland, Celeste Road Fire Station, Saraland, AL, 2007 – Thompson Engineering provided the civil/site plans for the project. This included surveying, site, grading, drainage, and utility plans. Mr. Davison completed the design on the layout as well as grading, drainage, and detention calculations. He also completed the design to improve a gravel road leading to the fire station along with most of the drafting on the project.

Town of Citronelle, Citronelle Senior Citizen Center, Citronelle, AL, 2007 – Thompson Engineering provided the civil/site plans for the project. This included surveying, site, grading, drainage, and utility plans. Mr. Davison completed the design on the layout as well as grading, drainage, and detention calculations. He also completed the drafting on the project.

Alabama Department of Transportation, Truss Bridge Inspection, Tallassee, AL, Rainbow City, Al and Lincoln, AL, 2007 – Thompson Engineering was contracted to inspect three truss bridges in the locations listed above. Mr. Davison was part of the crew on the bridges in Rainbow City and Lincoln. His role in the inspection was to inspect the superstructure of the bridge from the snooper truck. Once the inspection was complete, he helped complete the paper work that was needed for the inspection.

Previous Employment Experience

Challenge Engineering and Testing, Mobile, AL - Intern, May 2004-August 2004 Mr. Davison's responsibilities included logging and classifying soils on projects; assisting with hydrographic surveys and marine drilling for

new construction, and monitoring well installation. He also worked on U.S. Army Corps of Engineers' Projects.

Professional Certifications

Active Registration: Professional Engineer:
Alabama No. 31603
Mississippi No. 21128
Texas No. 124026
Louisiana No. 43010
Certified Bridge Inspector:
AL No. 827

Charlie Weston

CE&I Project Manager/Team Lead

Assignment:	Project Manager/Team Lead	
Firm:	Thompson Engineering	
Years' Experience:	With This Firm:	25
	With Other Firm:	13
Education:	Northeast Louisiana University	
Registration:	Certified Bridge Inspector: AL #695, FL #468	

Experience and Qualifications

Mr. Weston serves as a Construction Engineering & Inspection Project Manager on roadway construction projects providing supervision of roadway inspection, materials testing, surveying and documentation. Mr. Weston is a certified bridge inspector and is a Team leader providing inspections for the structural condition assessment inspections following State and FHWA guidelines and procedures. Mr. Weston is trained to perform field and laboratory testing services to include soils, concrete, asphalt, and pile load testing. He has worked with field survey teams on projects related to site development, material quantity computations and hydrographic surveys. Mr. Weston has also worked throughout the southeast on projects for commercial development, as well as, the U.S. Army Corps of Engineers. He has led crews on various types of offshore marine subsurface exploration projects including vibrocore and mud rotary from floating and self-elevating platforms. He has provided project management and surveying services as on-site team leader on extensive engineering projects.

Mr. Weston provides expertise in the following areas:

- Project Management
- In-Service Bridge Inspection
- Soil Test Borings
- Instrumentation Studies
- Offshore / Marine Subsurface Investigations
- Hydrographic Studies
- Field Survey Studies

Role: Team Lead for Thompson Engineering
Responsible for: Quality assurance inspections, project success, and client satisfaction. Thompson provided bridge inspection services for fracture critical and complex bridges in accordance with NBIS Bridge Inspection Standards, and in accordance with State Aid's LSM Manual.
All reporting was on time and on the schedule of the inspection cycle for each year. Critical findings and recommendations were reported and documented as per State Aid Standards. Both inspection cycles were completed under budget.

Project Experience

Escambia County, ST-027-041-001-
Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydrodemolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

Conecuh County, RPF-BRF-IM-IO65 (416) -
Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million.

Conecuh County, IM-IO65 (489) Resurfacing on I-65 - Thompson Engineering provided project management and CE&I services for the pavement maintenance. The work consisted of planning, paving and traffic stripe on 11.5 miles. Cost $2.3 million, Contract time 90 days.

Baldwin County, ST-002-182-012, Median Improvements and Beautification, Orange Beach, AL – Thompson Engineering provided project management and CE&I services for the safety improvements. The work consisted of widening of SR-182, slope paved islands and traffic signals. Cost $2.9 million, Contract time 120 days.

Mobile County, IM-IO65(470), Bridge Deck Rehabilitation on I-65 at Cottage Hill Rd., Mobile, AL – Thompson Engineering provided project management and CE&I services for the removal and replacement of the NB and SB bridge decks.

The project was bid as an incentive/disincentive and required all work requiring lane closures be completed within 21 days. Cost $ 3 million. Contract time 40 days.

Baldwin and Mobile Counties, BR-IO65(440), Various Repairs to the Delta River Bridge on I-65 – Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs. The repairs include deck joint replacement, upper and lower cable connection repairs, girder, floorbeam, tied arch stiffener repair, new drainage system and coating. Cost is $14 million. Contract time is 250 working days.

Baldwin County, IM-I010(319), Baldwin Beach Express CR 64 to I-10, Loxley, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridges and Interstate Interchange. The project consist of a divided four lane roadway, 2 AASHTO girder bridges, box culvert construction extensions. Cost $13 million. Contract time is 550 calendar days.

Baldwin County, ACSTPAA1702(904), Baldwin Beach Express from CR 32 to US 90, Robertsdale, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridges in the widening of CR 83. The project consists of widening an existing two lane roadway into a divided four lane roadway, 10 AASHTO girder bridges, box culvert construction. Cost $ 54 million. Contract time is 745 calendar days.

Baldwin County, HPP-STPAA-STPNU-RECA-1702(905), Baldwin Beach Express from US 90 to CR 64, Robertsdale, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridge and Signal construction in the widening of CR 83. The project consists of widening an existing two lane roadway into a divided four lane roadway, AASHTO girder bridges, box culvert construction and installation of a new traffic signal at the intersection of US 90. Cost $11 million. Contract time was 740 calendar days.

Alabama State Port Authority, Choctaw Point Terminal Access Road, Mobile, AL – Construction engineering inspection of a new grade separated vehicular access route from I-10 to the new Choctaw Point Container Terminal. The project included the construction of a 766 ft. steel girder bridge, 12,600 sq. ft. of modular block retaining wall, the relocation of Conception Street, a new North Carolina Street, the relocation of an active 16-in. water main, relocation of a 48" sewer main and roadway lighting. Thompson Engineering provided CE&I services, a resident project manager, and inspection staff. The project included grade, drain, base, pave, stripe, demolition, utility relocation, railroad relocation and bridge. Cost $12 million. Contract time was 480 calendar days

City of Meridian 22nd Avenue Bridge Renovation, Meridian, MS – Renovation of the 22nd Avenue Bridge. Thompson Engineering inspected, evaluated, and made design recommendations for the renovations including geotechnical investigation of bridge approaches, bid documents, contractor selection, and construction inspection services. Renovations included repair of spalling and cracked concrete, soil stabilization at bridge approaches, new guardrail and lighting, and new approach pavement.

ALDOT, IM-MGF-65-1(252), SR 158 and I-65 Interchange, Saraland, AL – Grade, drain, base, pave, sign, stripe, culvert, culvert extension, signalization, lighting, bridge and bridge replacement on I-65. Contract includes the reconstruction of the interchange at SR 158 and I-65 consisting of ramp relocation, additional lanes on SR 158 and I-65, bridge construction, barrier wall, lighting, and signal installation. $25 million, 400 work days.

ALDOT, IM-65-1(244), US 90 and I-65 Interchange, Mobile, AL – Grade, drain, base, pave, sign, stripe, culvert, culvert extension, signalization, lighting, bridge and bridge widening on US 90 in Mobile, Alabama. Contract includes the reconstruction of the interchange at US 90 and I-65 consisting of ramp relocation, additional lanes on US 90 and I-65, bridge construction, bridge widening, lighting and signal installation. $7 million contract, length 300 days.

City of Mobile, In-Service Bridge Inspections, Mobile, AL, Ongoing – Team leader providing inspections for the structural condition assessment inspections following ALDOT and FHWA guidelines and procedures for 124 bridges, and culverts throughout the City of Mobile. Also supervised underwater inspections performed by a subcontractor. Inspections include substructure, superstructure, and deck and channel condition ratings. Inspections are performed by a three person team consisting of a Certified Bridge Inspector and two Engineering Technicians. Detailed reports are prepared consisting of completed ALDOT ABIMS forms, scour assessment and stream profile measurements,

maintenance/repair estimates, and detailed field notes and pictures describing any deficiencies.

Escambia County, In-Service Bridge Inspections, Escambia County, FL, – Bridge inspector providing inspections and for the structural condition assessment inspections following FDOT and FHWA guidelines and procedures for bridges throughout Escambia County.

Certifications

- Radiation Safety
- ADEM QCI Stormwater Inspector
- ACI/ALDOT Concrete Technology
- NHI – Safety Inspection of In-Service Bridges
- NHI - Fracture Critical Bridge Inspection
- HNI – Bridge Inspection Refresher Training
- Certified Bridge Inspector Alabama and Florida
- Mississippi Bridge Inspection Team Lead

Lynn Renfro

Senior Inspector

Assignment:	Senior Inspector
Firm:	Thompson Engineering
Years Experience:	With This Firm: 16

Experience and Qualifications

Mr. Renfro joined Thompson Engineering in 2005 to participate in the U.S. Army Corps of Engineers Hurricane Katrina Clean Up efforts, where he monitored disaster clean-up crews in Mobile County, Alabama. Mr. Renfro is a Senior Inspector responsible for ensuring compliance with plans and specifications of in-progress work by contractors. He also performs field inspection duties on a daily basis, including bridge inspections, pipe inspections, roadway inspections, utility relocations, and storm water inspections. Mr. Renfro assists with the following engineering surveys: re-establishing centerline, right of way lines, easements, and computing earthwork quantities from cross-sections.

Project Experience

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody – Served as a Senior Inspector of this $7,000,000 Widening Project.

ALDOT, IM-IMGR-HSIP-I065 (501) – Resurfacing on I-65 from North of Sr-13(US-43) to SR-225 to Bridge raising at Lister Dairy Rd. Served as a Senior Inspector.

ALDOT, I-10 Resurfacing from Carol Plantation to just west of McDonald Road – Served as Senior Inspector of this $5,000,000 Resurfacing Project.

ALDOT, Baldwin County HSIP- I065 (486) & (488) – I-65 install interstate median cable barrier from SR- 59 MP 33.7 to Railroad Bridge MP 75.5. The second phase of this project was installation from Sr-158 to North of CR-41 in Mobile County. Served as an Inspector during this project.

Pickens County, NHF-FRTF-0006 (562) - Served as a Senior Inspector for this project.

Baldwin and Mobile Counties, BR-IO65 (440), Various Repairs to the Delta River Bridge on I-65 – Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs. The repairs include deck joint replacement, upper and lower cable connection repairs, girder, floor beam, tied arch stiffener repair, new drainage system and coating.

Baldwin County, IM-I010 (319), Baldwin Beach Express CR 64 to I-10, Loxley, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridges and Interstate Interchange. The project consist of a divided four-lane roadway, 2 AASHTO girder bridges, box culvert construction extensions.

Baldwin County, ACSTPAA1702 (904), Baldwin Beach Express from CR 32 to US 90, Robertsdale, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridges in the widening of CR 83. The project consist of widening an existing two lane roadway into a divided four lane roadway, 10 AASHTO girder bridges, box culvert construction.

City of Mobile, Emergency Bid for Bridge Over Eslava Creek at Bel Air Blvd., Mobile, AL, 2006 – Level I Inspector for five-lane replacement bridge in urban area requiring utility relocation, bridge demolition and replacement, sub-grade installation paving, curb and sidewalk.

Hurricane Debris Clean Up, Mobile, AL, 2006 – Supervised and documented multiple crews' activities for the cleanup and debris removal from Mobile County, AL, neighborhoods following Hurricane Katrina.

Hurricane Debris Clean Up, Diamondhead, MS, 2006 – Supervised and documented multiple crews activity for the cleanup and debris removal from Diamondhead, MS area neighborhoods following Hurricane Katrina.

Professional Certifications

- ACI Level 1
- ALDOT Concrete Technician
- ALDOT Roadway Technician
- ALDOT Radiation Safety

Stephen Chad Sharp

Senior Inspector

Assignment:	Senior Inspector
Firm:	Thompson Engineering
Years' Experience:	With This Firm: 5
Education:	BS/2008/Civil Engineering
	South Alabama

Experience and Qualifications

Mr. Sharp is a Senior Inspector responsible for ensuring compliance with plans and specifications of in-progress work by contractors. He has served as an Office Engineer for Thompson Engineering providing CE&I services to the Alabama Department of Transportation. He also has experience performing as a field supervisor where he monitored contractors during demolition and construction; provided inspection services and performed quality assurance verifying work was being performed in compliance with project specifications; updated drawings to show modifications; prepared safety audits; and performed construction materials testing in the field.

Project Experience

Escambia County, ST-027-041-001- Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydrodemolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

Conecuh County, RPF-BRF-IM-IO65 (416) - Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million. Contract time is 400 calendar days.

Escambia County, NH-0003(622), Resurfacing through downtown on US-31, Brewton, AL, 2020-current – Thompson Engineering is providing project management and CE&I services for the Milling, Manhole Resets, Sidewalk, Curb & Gutter, and Paving. Cost $1.5 million. Contract time 115 calendar days.

ALDOT Baldwin County, IM-I065 (480) – Resurfacing I-65 from Dyas Creek to Escambia County Line. Responsible for ensuring specification compliance, daily documentation of Contractor activities, and performing field tests.

Conecuh County, IM-IO65 (489) Resurfacing on I-65 - Thompson Engineering provided project management and CE&I services for the pavement maintenance. The work consisted of planning, paving and traffic stripe on 11.5 miles. Cost $2.3 million, Contract time 90 days.

ALDOT, I-65 Resufacing from Main Street in Prichard to just north of AL-158 in Saraland – Served as a Senior Inspector of this $9,000,000 Resurfacing Project.

ALDOT, I-10 Resurfacing from the Bayway to Highway 59 – Served as an Inspector during construction of this $14,000,000 Resurfacing Project.

Baldwin County, HPP-STPAA-STPNU-RECA-1702(905), Foley Beach Express from US 90 to CR 64, Robertsdale, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridge and Signal construction in the widening of CR 83. The project consist of widening an existing two lane roadway into a divided four lane roadway, AASHTO girder bridges, box culvert construction and installation of a new traffic signal at the intersection of US 90. Cost 11 million. Contract time is 740 calendar days.

ALDOT, NHF-0042 (501), SR 42 Relocation, Mobile County, AL – 7.965 miles grade, drainage, bridges and bridge culverts. Relocation of SR-42 (US-98) from the Mississippi State line to just east of CR-863 East of Wilmer. Contract totals $53,841,859.15 and provides 400 working days.

ALDOT, STPAA-7571 (600) – Responsible for ensuring specification compliance, daily documentation of Contractor activities, and performing field tests.

Professional Certifications

- QCI
- ACI Level 1
- ALDOT Concrete Technician
- ALDOT Roadway Technician
- ALDOT Radiation Safety
- Temporary Traffic Control Certification
- Earthwork Certification

Thomas David Lyle

Senior Inspector/Office Engineer

Assignment:	Senior Engineer
Firm:	Thompson Engineering
Years' Experience:	With This Firm: 4 With Other Firm: 14
Education:	Wallace Community College

Experience and Qualifications

Construction Inspector / Office Engineer / Project Manager – Mr. Lyle has over 18 years of construction engineering experience with various state transportation projects. Responsible for all inspectors on project and operations. Regulates duties and checks for compliance and documentation of all work items performed by the contractor. Ensures conformance to the plans, specifications, standards, and special provisions. Works as a liaison between the project engineer and the contractor and inspectors. Solves problems in the absence of the project engineer or brings to the project engineer's attention with possible corrections and solutions. Performs required tests on concrete, asphalt, and other materials, as required. Takes cross-section of all required items and checks evaluations and grades as needed. Prepares reports and evaluations on the contractor and all work performed. Responsible for the documentation of all work items, correspondence, test reports, monthly estimates, and certifications. Checked and provided documentation for all required standard specifications and certifications for all Pay Items as required by the ALDOT Construction Manual. Responsible for the upkeep of a detailed filing system for multiple projects. Answered questions and complaints from the public and/or directed them to superiors, if necessary. Checked all field books, x-sections, drainage binders, and calculated and compiled quantities for final estimates to be turned in for project acceptance. Involved with weekly project meetings to address any problems or potential problems to promote the progress of the project.

Project Experience

Escambia County, ST-027-041-001- Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydrodemolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody – Served as CEI / Office Engineer of this $7,000,000 Widening Project. The project consists of Grade, Drain, Base and Pave for the widening of Ziegler Blvd.

Conecuh County, RPF-BRF-IM-IO65 (416) - Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million.

Conecuh County, IM-IO65 (489) resurfacing on I-65 - Thompson Engineering provided project management and CE&I services for the pavement maintenance. The work consisted of planning, paving and traffic stripe on 11.5 miles. Cost $2.3 million, Contract time 90 days.

ALDOT, I-65 Resurfacing from north of US 43 to just north of AL 225 – Served as CEI / Office Engineer of this $3,000,000 Resurfacing Project that included bridge raising at Lister Dairy Road.

Previous Experience

•Project Manager for a 475-million-dollar Bridge Replacement (CBD) to include grade, drain, base, pave, striping, signing, signals, lighting, bridge, bridge widening, bridge removal, retaining walls and lighting project for the ALDOT in Jefferson County, Alabama. Mr. Lyle's responsibilities included managing all aspects of Office Engineering, including managing 7 office engineers to ensure that accurate records were being kept, monthly estimates paid, materials being submitted for approval accurately, and final project close out was completed in accordance with Contract Documents and Specifications.

•Project Manager for a 208-million-dollar Interchange Modification to include grade, drain, base, pave, striping, signing, signals, lighting, bridge, bridge widening, bridge removal and

retaining walls project on I-59/20 & I-65 for the ALDOT in Jefferson County, Alabama. Mr. Lyle's responsibilities included managing all aspects of Office Engineering, including managing 7 office engineers to ensure that accurate records were being kept, monthly estimates paid, materials being submitted for approval accurately, and final project close out was completed in accordance with Contract Documents and Specifications.

•CEI / Project Manager for I-22 (Corridor X) from SR-118 Interchange to the SR-118 Overpass Ramps west of Jasper in Walker County for the Alabama

•CEI / Project Manager for SR-4 (US 78 / I-22 Corridor X) from SR-69 Overpass Bridge to the Norfolk Southern Railroad Bridge, from the west end of the Norfolk Southern Railroad bridge to west of Industrial Blvd, and from the Overpass Ramps at SR-118 to SR-69 in Walker County for the Alabama Department of Transportation, Third Division.

•CEI / Office Engineer for Bridge Replacement at various sites on CR-13 over Sipsey Creek, Boardtree Creek, and Barnesville Creek in Marion County for the Alabama Department of Transportation, Second Division.

•CEI / Office Engineer for 14th Street from 10th Avenue South to 8th Avenue North, Sidewalk, Landscaping, Irrigation, and Lighting Conduit in the City of Birmingham for the Alabama Department of Transportation, Third Division.

•CEI / Office Engineer for Sidewalk, Landscaping, and Lighting on Broadway Street in the City of Homewood, Jefferson County for the Department of Transportation, Third Division.

Professional Certifications

- QCI
- ACI Level 1
- ALDOT Concrete Technician
- ALDOT Roadway Technician
- ALDOT Radiation Safety
- Temporary Traffic Control Certification
- OSHA-10
- Earthwork Certification

Richard Zimmerman

Level II Inspector

Assignment:	Level II Inspector
Firm:	Thompson Engineering
Years Experience:	With This Firm: 1
Education:	BS/Civil Engineering University of South Alabama

Experience and Qualifications

Mr. Zimmerman is a Level II Inspector responsible for ensuring compliance with plans and specifications of in-progress work by contractors. He has experience performing as a field supervisor where he monitored contractors during demolition and construction; provided inspection services and performed quality assurance verifying work is being performed in compliance with project specifications; updated drawings to show modifications; prepared safety audits; and performed construction materials testing in the field.

Project Experience

Escambia County, ST-027-041-001- Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydro demolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

Conecuh County, RPF-BRF-IM-IO65 (416) - Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million.

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody – Served as an Inspector of this $7,000,000 Widening Project. The project consists of Grade, Drain, Base and Pave for the widening of Ziegler Blvd.

Professional Certifications

- QCI
- ACI Level 1
- ALDOT Concrete Technician
- ALDOT Roadway Technician
- ALDOT Radiation Safety

Morgan Johnson

CEI Level I Inspector

Assignment: Level I Inspector

Firm: Thompson Engineering

Years' Experience: With This Firm: 4

Experience and Qualifications

Office Manager/ Level II Inspector–
Mrs. Johnson regulates duties and checks for compliance and documentation of all work items performed by the contractor. Solves problems in the absence of the project manager within my level of experience or brings to the project managers attention with possible corrections and solutions. Prepares reports and evaluations on the contractor and all work performed. Responsible for the documentation of all work items, correspondence, test reports, monthly estimates, and certifications. Checks and provides documentation for all required standard specifications and certifications for all Pay Items as required by the ALDOT Construction Manual. Responsible for the upkeep of a detailed filing system for multiple projects. Answers questions and complaints from the public and/or directed them to superiors, if necessary. Checks all field books, x-sections, drainage binders, and calculated and compiled quantities for final estimates to be turned in for project acceptance. Is involved with weekly project meetings to address any problems or potential problems to promote the progress of the project.

Project Experience

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody – Serves as an Office Manager of this $ 7 million Widening Project. The project consists of Grade, Drain, Base and Pave for the widening of Ziegler Blvd.

Escambia County, ST-027-041-001-
Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydrodemolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

Conecuh County, RPF-BRF-IM-IO65 (416) -
Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million.

Conecuh County, IM-IO65 (489) resurfacing on I-65 - Thompson Engineering provided project management and CE&I services for the pavement maintenance. The work consisted of planning, paving and traffic stripe on 11.5 miles. Cost $ 2.3 million, Contract time 90 days.

Professional Certifications

- QCI

Attachment 3

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

October 19, 2022

Suzanne Holston
Thompson Engineering, Inc. and Watermark Design Group, LLC
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606

Subject: 2021 CPA's Indirect Cost Rate Audit Workpaper Review
Report Number: C23-CPAWP-01

Dear Mrs. Holston,

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rates of Thompson Engineering, Inc. and Watermark Design Group, LLC for the fiscal year ended December 31, 2021 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The examination was performed by the independent CPA firm of Warren Averett, LLC, Certified Public Accountants. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the examination was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rates, and the related Accountant's Report, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates for the fiscal year ended December 31, 2021.

Including Adjustment for PPP Loan Forgiveness

Home Office:	204.46%
Field Office:	148.67%
FCCM:	0.165%

Excluding Adjustment for PPP Loan Forgiveness

Home Office:	215.57%
Field Office:	166.03%
FCCM:	0.165%

According to 23 CFR 172.7(d), pursuant to 23 U.S.C. 112, ALDOT will provide the results of this indirect cost rate approval along with any supporting documentation to any other State Department of Transportation or Federal Highways Administration office.

Sincerely Yours,

Corey Smith AH

Corey Smith
Alabama Department of Transportation
Staff Accountant

Attachment 3

thompson
ENGINEERING

December 13, 2022

Mr. Nick Amberger, P.E.
City Engineer
City of Mobile Engineering Department

RE: Thompson Engineering Voluntary Reduction of Overhead
McGregor Widening and Roundabout Installation

Mr. Amberger,
Per recent conversations with your staff, I am providing written confirmation of Thompson Engineering's decision to voluntarily bill the subject contract at the lesser of our field audited overhead rate, or 135% with all other contract terms remaining intact. I have addressed the matter with ALDOT External Audits, and there is not an issue on their behalf. Should you need more information please feel free to call me at 251-327-7122.

With kindest regards,

Jay Davison, P.E.
Alabama CEI Manager

Cc: Mr. Guy O'Connor, P.E.

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS INC COMPANY

Attachment 3

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

May 18, 2021

Lucius A. Williams III
Corporate Environmental Risk Management, LLC
1990 Lakeside Parkway, Suite 300
Tucker, Georgia 30084

RE: Approved indirect cost and FCCM rates for the fiscal year ended December 31, 2019

Dear Mr. Williams,

The External Audit Section of the Bureau of Finance and Audit has evaluated the information that you provided to support your indirect cost and FCCM rates.

Our evaluation of the schedule revealed no exceptions.

The following rates have been approved for the fiscal year ended December 31, 2019. The rates are valid until six months after the next fiscal year end.

Description	Rate
Home Office Indirect Cost Rate	226.23%
Field Office Indirect Cost Rate	117.63%
Home Office FCCM Rate	0.84%
Field Office FCCM Rate	0.35%

These rates are good for use on Alabama Department of Transportation (ALDOT) agreements. Other governmental agencies, federal, state and local are encouraged to use the above rates.

This approval letter was prepared and intended for ALDOT's use. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

If you have any questions, please contact me via email at hetzela@dot.state.al.us.

Sincerely,

Alex Hetzel
ALDOT External Audit Supervisor

Attachment 3

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

June 21, 2022

Milton Detty
Michael Baker International, LLC
10611 Balls Ford Road, Suite 140
Manassas, VA 20109

RE: Approved Indirect Cost Rates for Fiscal Year Ended December 31, 2021

Dear Mr. Detty:

The External Audit Section of the Bureau of Finance and Audit has evaluated the information that you provided to support your indirect cost rates.

Our evaluation of the schedule revealed no exceptions.

The following rates have been approved for the fiscal year ended December 31, 2021.

Description	Rate
Indirect Cost Rate-Home	152.354%
Indirect Cost Rate-Field	121.408%

These rates are good for use on Alabama Department of Transportation (ALDOT) agreements. Other government agencies, federal, state and local are encouraged to use the above rates.

This approval letter was prepared and intended for ALDOT's use. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

If you have any questions, please contact me via email or call (334) 213-1276.

Sincerely,

Dedrick McDade
ALDOT External Auditor

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2023

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
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 731775528 **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	
	ANYPROPRIETOR/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			C1D697230701	1/1/2023	2/1/2024	Per Claim	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT 2013-202-07
ALDOT PROJECT NUMBER STPMB-7508 (600)
MCGREGOR AVENUE WIDENING FROM AIRPORT BOULEVARD TO DAUPHIN STREET
AND INSTALLATION OF A ROUNDABOUT AT DAUPHIN STREET

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
Tony R. Lacy

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

THOMENG-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Thompson Engineering 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	GLO 3534778	1/1/2023	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 AGGREGATE	$ 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	BAP 3534779	1/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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	WC 3534777	1/1/2023	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

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

RE: PROJECT 2013-202-07 | ALDOT PROJECT NUMBER STPMB-7508 (600)

MCGREGOR AVENUE WIDENING FROM AIRPORT BOULEVARD TO DAUPHIN STREET AND INSTALLATION OF A ROUNDABOUT AT DAUPHIN STREET

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
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 Swan

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide a 3-year service contract for chiller service and maintenance at various City of Mobile locations

Amount of Contract:

$207,000.00 first year

Funding Source

Project # various City of Mobile locations - 3-year service contract for chiller service & maint FM-190-22	**Discretionary Funds**
Project String 10043035-42150 (Facilities Maintenance-Maintenance & Repair operational fund)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FM-190-22 various City of Mobile locations - 3-year service contract for chiller service and maintenance	Cover Memo	1/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/25/2023 - 2:18 PM
Budget	Holt, Robert	Approved	1/26/2023 - 8:02 PM
Legal	Kern, Chris	Approved	2/2/2023 - 2:19

Legal	Kern, Chris	Approved	2/2/2023 - 2:20 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:09 PM

RESOLUTION

2023

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 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:	ENGINEERED COOLING SERVICES, LLC
Project Name:	CHILLER SERVICE AND MAINTENANCE @ VARIOUS CITY OF MOBILE LOCATIONS (3 -YEAR SERVICE CONTRACT)
Project Number:	FM-190-22
Amount:	$639,815.00 TOTAL CONTRACT SUM: $207,000.00 FIRST YEAR $213,210.00 SECOND YEAR $219,605.00 THIRD YEAR

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

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 Service Contractor: Engineered Cooling Services, LLC
2801 N. Davis Highway
Pensacola, Florida 23503

City of Mobile Business License No.: 80943

Secretary of State Registration No.: 000-934-934

PROJECT NAME: SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NUMBER: FM-190-22

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The work shall commence on the date of a written Notice to Proceed issued by the Owner. The Initial Term of the Contract is for a period of one (1) year commencing on the date of the Notice to the Service Contractor to Proceed. The City shall have the right to extend the contract for two (2) additional terms of one (1) year each by notifying the Service Contractor not less than sixty (60) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, the sum as follows:

First Year (Initial Term):
Two Hundred Seven Thousand (In Words) and 00/100 Dollars ($207,000 (In Figures) .00).

Second Year (First Additional Term):
Two Hundred Thirteen Thousand Two Hundred Ten (In Words) and 00/100 Dollars $213,210 (In Figures) .00).

Third Year (First Additional Term):
Twon Hundred Nineteen Thousand Six Hundred Five (In Words) and 00/100 Dollars $219,605 (In Figures) .00).

Total Contract Sum:
Six Hundred Thirty-Nine Thousand Eight Hundred Fifteen (In Words) and 00/100 Dollars $639,815 (In Figures) .00).

3.2 **Additional Services**
If Additional Services are required due to circumstances beyond the Service Contractor's control, the Service Contractor shall give written notice to the City and obtain written authorization from the City before commencing such Services. The Service Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

3.3 **Hourly Rates**
For work performed outside the basic scope of services (Base Bid), the following rates shall apply:

A. Regular time (7:00 a.m. to 5:00 p.m., Monday through Friday):
Rate $115.00 per hour.
B. Overtime (5:00 p.m. to 7:00 a.m., Monday through Friday and weekend):
Rate $172.50 per hour.
C. Overtime (Bidders Standard Company Holiday):
Rate $230.00 per hour.

Hourly rates listed above include all labor and travel costs and all costs for tools, equipment, minor parts and materials, and other incidentals necessary for complete services.

3.4 **Schedule of Values**	1st year	2nd year	3rd year	Total
Convention Center 1 South Water Street	$42,750.00	$44,032.50	$45,352.16	$132,134.66
Gulf Coast Exploreum 65 Government Street	$22,500.00	$23,175.00	$28,870.25	$69,545.25
GulfQuest Maritime Museum 155 South Water Street	$24,975.00	$25,724.25	$26,495.98	$77,195.23
James Seals Jr. Community Center 504 Texas Street	$3,600.00	$3,708.00	$3,819.24	$11,127.24
Main Ben May Library 701 Government Street	$6,975.00	$7,184.25	$7,399.78	$21,559.03
Mobile Civic Center 401 Civic Center Drive	$48,600.00	$50,058.00	$51,559.74	$150,217.74
Mobile Museum of Art 4850 Museum Drive	$18,000.00	$18,540.00	$19,096.20	$55,636.20
Moorer Branch Library 4 South McGregor Avenue	$1,800.00	$1,854.00	$1,909.62	$5,563.62
Museum of Mobile 111 South Royal Street	$9,000.00	$9,270.00	$9,548.10	$27,818.10
Public Safety Complex 8080 Airport Boulevard	$4,500.00	$4,635.00	$4,774.05	$13,909.05
Saenger Theater 6 South Joachim Street	$11,250.00	$11,587.50	$11,935.13	$34,772.63
Trinity Gardens Dotch Community Center 3100 Bank Avenue	$3,150.00	$3,244.50	$3,341.84	$9,736.34
West Regional Library 5555 Grelot Road	$9,900.00	$10,197.00	$10,502.91	$30,599.91
TOTAL	$207,000.00 **1st year**	$213,210.00 **2nd year**	$219,605.00 **3rd year**	$639,815.00 **3 years**

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made five times yearly for completed work as specified.

B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following scheduled contracted services. Invoices shall list all facilities serviced during the specified period and shall provide unit pricing in accordance with the approved Schedule of Values.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

D. Service reports shall be submitted to the Service Contract Administrator for review and approval along with requests for payment. Service reports shall be legible and shall clearly identify the facility inspected along with actions taken or recommendations made. The reports shall include the date of service along with the names of the Service Contractor's technician, status of chiller, a list of any deficiencies found and corrective action taken. Upon completion of the service, the work shall be reviewed and approved as evidenced by the signature in the field, by the Service Contract Administrator or other authorized City maintenance personnel.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated September 16, 2022	9 pages
2. Bid Form, dated September 16, 2022	5 pages
3. Specifications, dated September 16, 2022	
Scope of Work	7 pages
Exhibit A – Chiller type and location	2 pages
Exhibit B – Chiller inspection checklist routine operation inspections	2 pages
Exhibit C – Chiller inspection checklist major shutdown inspection	2 pages
Exhibit D – Pre-Existing Conditions Inspection -Exemptions	1 page
4. This Instrument (Agreement)	8 pages
5 Certificates of Insurance with endorsements and E-Verify Documentation	5 pages

ARTICLE 7. Insurance:
7.1 Required coverage:

7.1.1 For the term of this Agreement, Service 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 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. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service 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.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of

subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The 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.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 Breach of Contract: In the event of any breach or apparent breach by Service 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, Service 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.

8.2 Indemnification: The Service 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.

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

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service 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. All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall. The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

8.6 No Agency Relationship Created: Service 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 Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible, therefore.

8.7 Anti-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.

8.8 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.

8.9 State of 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.

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

ARTICLE 9. Signature:

IN WITNESS WHEREOF, 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 Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

_____

Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Engineered Cooling Services, LLC

Signature

Dean Mandaleris- Chief Financial Officer
Printed Name and Title

ATTEST:

_____

City Clerk

STATE OF Florida

COUNTY OF Escambia

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Dean Mandaleris **as** CFO **of** Engineered Cooling **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** Contractor **.**
Sworn to and subscribed for me this 23rd **day of** January **2023.**

Maresa O. Clopton
NOTARY PUBLIC
My Commission Expires:

MARESA O. CLOPTON
MY COMMISSION EXPIRES
AUGUST 2, 2024
#HH 026450
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

SCOPE OF WORK
SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22

1. GENERAL REQUIREMENTS:

1.1. Description of Scope of Work

1.1.1. The "Work" of this Contract includes, but is not limited to the following: The furnishing of all labor, materials, tools and equipment including all necessary parts, supplies and refrigerant, as set forth herein to maintain the chillers of the specified facilities in good and proper operating conditions at all times. A list of the facilities and their location along with the type of chiller to be serviced is attached as Exhibit A.

1.1.2. The Base Bid shall be for work as specified herein, except as specifically excluded. The Service Contractor shall execute the work in accordance with the true intent of the Contract Documents, which is to effectively complete a first- class job without additional cost to the City, whether or not each and every item is specifically mentioned.

1.2. Coordination

1.2.1 Coordinate all work with the City of Mobile, Facility Maintenance Department, Service Contract Administrator or other Facility Maintenance authorized representative (hereafter referred to as Service Contract Administrator). A minimum of forty-eight (48) hours advance notice of service shall be given.

1.2.2 All Work shall be scheduled to minimize the disturbance and interruption of the individual department and general public where chillers are located.

1.2.3 Prior to each scheduled service, the Service Contractor shall contact the Service Contract Administrator, to confirm the date and time for each service. The Service Contract Administrator will advise the Service Contractor if the service will need to be rescheduled for any reason.

1.2.4 The Service Contract Administrator or his designated representative shall be present during all inspections and service.

1.3. Quality Assurance

1.3.1. For all work performed under this Section, use only factory trained mechanics/service technicians with adequate supervision who are thoroughly trained and experienced in maintaining the type of equipment listed in Exhibit A.

1.3.2 Use products produced by manufacturers regularly engaged in the

business of manufacturing, installing, and servicing chillers and equipment, listed in this Section of these specifications, and with a history of successful production acceptable to the Service Contract Administrator.

1.3.3. Service Contractor shall have a branch office located within the Mobile, Alabama metropolitan area (Mobile or Baldwin Counties), staffed by a technician or technicians with the ability to respond to an emergency call within four (4) hours notice from the Service Contract Administrator.

1.3.4. Service Contractor shall have at least 3 years experience in maintaining the type of equipment listed.

1.4. Submittals

1.4.1. Bid Submittals: In addition to other bidding requirements, submit name of independent firm performing Eddy Current and other required testing along with required ASNT certifications, as specified.

1.4.2. Service Reports:
A. A detailed report of all inspection; testing and maintenance activities performed along with findings and follow-up actions shall be provided for each scheduled inspection and all follow-up visits. Reports shall clearly identify all deficiencies found during the inspection/testing and actions taken to cure each deficiency.

1.5. Scheduling:

1.5.1. Regular hours of operation for most of the locations listed are from 8:00 a.m. until 5:00 p.m., Monday through Friday. If access is needed at other times, the Contractor may arrange a time agreeable with the Service Contract Administrator.

1.6. Work Days and Holidays

All services regular inspections, diagnostics and maintenance services shall be performed during regular business hours, 8 a.m. to 5 p.m., Monday through Friday. The following is a list of the City of Mobile holidays for the fiscal year.

Veterans Day	Mardi Gras
Thanksgiving	Memorial Day
Christmas	Independence Day
New Year's	Juneteenth
Dr. Martin Luther King, Jr's, Birthday	Labor Day

1.7. Initial Chiller Inspection and Diagnostics -Pre-Existing Conditions

1.7.1 Service Contractor will have thirty (30) days from date of written Notice to Proceed to perform initial inspections and predictive diagnostics on the existing chillers to determine preexisting conditions (if any) that would affect full maintenance coverage under the Contract. Upon completion of the initial inspection and diagnostics, a complete list of chillers with pre-existing conditions, with all deficiencies clearly noted, shall be presented to the City for review and verification. The City will then have the option to; a) accept the list of pre-existing conditions and make the necessary repairs with the City's own forces or by separate repair contract whereby Service Contractor accepts full responsibility for chiller service and maintenance, b) accept the list of pre-existing conditions with exclusions noted, whereby Service Contractor is not responsible for chiller service and maintenance on the items listed, or c) cancel the Contract under the terms of the Agreement, reimbursing the Service Contractor only for the actual cost of the initial inspections and predictive diagnostics.

1.8. Scheduled Inspection and Diagnostics

1.8.1 Service Contractor shall perform a minimum of five (5) inspections (with diagnostics as required) per year. Four (4) regular inspections, one each in **February, May, August and October,** and one (1) annual shut down in **December** of each year, in accordance with Service and Maintenance Requirements specified herein.

1.8.2. Vibration Analysis: In addition to the regular Service and Maintenance requirements, a standard Vibration Analysis shall be performed on each centrifugal chiller semi-annually during the regular **February** and **October** service visits.

A. The vibration analysis must be performed by an independent agency certified to perform vibration analysis. The vibration analysis report on centrifugal chillers will compare actual readings to most currently published ASHRAE recommendations and be based on:

1. Amplitude-measure of severity in terms of inches per second of velocity (IPS) or Gravity of acceleration.
2. Modulations-shown as a group of spikes around a specific frequency.
3. Harmonic Content-vibrations occurring at 2X, 3X, etc. The frequency of interest.

1.8.3. Oil Analysis: In addition to the regular Service and Maintenance requirements, a standard Oil Analysis shall be performed on each chiller semi- annually during the regular **February and October** service visits.

1.8.4. Eddy Current Analysis: There shall be an eddy current Analysis performed on each chiller one (1) time during the 3 year term of this contract. This analysis & subsequent report shall be performed during the first scheduled inspection.

A. Eddy current analysis shall be performed by an independent agency specializing in the service of eddy current testing of chiller tubing. Testing personnel shall be certified as Level II or Level III in Eddy current testing as outlined in the

American Society for Non-destructive Testing (ASNT), Recommended Practices, SNT-TC-1A, latest edition. They shall have a minimum of 1500 hours documented experience in conducting eddy current examinations of installed chiller (air conditioning) tubing including finned, skip fin, and surface tubing of various alloys such as CU, CuNi, and Admiralty Brass. The required 1500 hours of testing shall be obtained under the direct supervision of an ASNT certified Level III examiner. One of the test personnel or their immediate supervisor shall be ASNT certified as Level II in Eddy current testing. A copy of the National Level III ASNT certification shall be submitted with the bid. The ANST certification is required in addition to the inspecting company's Level III certification as outlined in the aforementioned SNTTC-1A. Additionally, a copy of the testing agency's "Written Practice" shall be submitted with the bid.

1.8.5. No inspection or work shall be performed without a City representative present.

1.8.6. The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

1.9 Service and Maintenance Requirements

1.9.1. General:

A. Sample Inspection Forms: Refer to Exhibit B, Chiller Inspection Checklist, Routine Operational Inspections, and Exhibit C, Chiller Inspection Checklist, Major Shutdown Inspection, for required format.
B. Refer to manufacturer's maintenance procedures prior to performing work of this section.

1.9.2. Scheduled Inspections: Service Contractor shall provide qualified service technician(s), all tools and diagnostic equipment, and independent testing agencies as required to perform scheduled inspections. Service Contractor's responsibilities include, but shall not be limited to:

A. Four (4) Routine Operational Inspections each year (February, May, August, and October); perform the following:
   1. Report to Customer upon arrival.
   2. Check General machine operation.
   3. Check control, power and piping.
   4. Check Safety Operating Controls.
   5. Check refrigerant charge.
   6. Check starter wiring and contacts.
   7. Check gauges/indicator lights.
   8. Check water flow.
   9. Log CHW/Brine in temperature.
   10. Log CHW/Brine out temperature.
   11. Log CHW/Brine flow Delta P.
   12. Log CHW/Brine Pump Delta P.
   13. Log cooler refrigerant temperature.

14. Log cooler refrigerant pressure.
15. Log cooler LTD.
16. Log condenser water temp-in.
17. Log condenser water temp-out.
18. Log condenser water pump Delta P.
19. Log condenser water pump Delta P.
20. Log condenser refrigerant temperature.
21. Log condenser refrigerant pressure.
22. Log condenser LTD.
23. Log oil level and color.
24. Log oil pump current.
25. Log oil supply pressure.
26. Log oil pump temperature.
27. Check approaches through calculation.
28. Check for leaks.
29. Lubricate as needed.
30. Make equipment adjustments as required.
31. Make operation/control adjustments air.
32. Clean up work area.
33. Report to customer - advise & obtain signature.
34. Vibration Analysis during February & October.
35. Oil Analysis during February & October.

B. One (1) Annual Major Shutdown Inspection per year (December); perform the following:

1. Report to customer upon arrival.
2. Lubricate equipment as needed.
3. Leak test entire unit.
4. Calibrate operating controls.
5. Check gauges/indicator lights.
6. Inspect contractors.
7. Tighten electrical connections.
8. Check starter wiring and controls.
9. Calibrate motor amps & volts.
10. Record/verify configurations.
11. Record software versions.
12. Calibrate controls and voltage.
13. Calibrate flow switches/devices.
14. Review and evaluate log readings.
15. Replace oil filter.
16. Calibrate control.
17. Replace oil reclaim filter/strainer.
18. Replace drier core.
19. Lubricate equipment as required.
20. Brush condenser tubes.
21. Check VFD.

22. Remove oil samples for analysis.
23. Change purge filters, clean and check purge.
24. Clean up work area.
25. Report to customer - advise and obtain signature.

C. One (1) Eddy Current analysis during the 3-year term of this contract.

1.9.3. Maintenance Requirements: Service Contractor shall provide qualified service technician(s), and all tools, diagnostic equipment, replacement parts, refrigerant, and other materials as required to maintain chillers in good and operating condition for the term of the Contract. Service Contractor's responsibilities include, but shall not be limited to:

A. Repairs and Replacement Parts:
1. Repairs all deficient conditions discovered as a result of scheduled inspections or required due to unexpected failure of equipment.
2. Furnish and install new replacement parts including motor controllers, motor starters, motor rotors, controls, oil, oil filters, oil pumps, refrigerant, bearings, gaskets, insulation required to be removed for access to parts or equipment, and other components as required for repairs.
3. Repair and replacement of parts shall include both condenser and evaporator tubes on both the refrigerant and water side.

1.10 Work Not Covered Under Contract

1.10.1. Service Contractor shall advise, immediately upon discovery, of necessary repairs and/or replacement of parts not covered under this Contract. The Owner shall, at his option, 1) direct the Service Contractor to make the repairs, 2) complete the work with owner's in-house forces or, 3) contract for the work under a separate repair contract.

1.10.2. Additional work by Service Contractor:

A. Additional work by Service Contractor shall be performed only as directed in writing by Service Contract Administrator.
B. All additional work by Service Contractor shall be based on hourly rates set forth in the Agreement and Service Contractor's cost-plus reasonable mark-up for parts. Additional mileage or trip charges shall not be allowed. Cost of service or repairs shall be for one mechanic/technician only. If an additional worker or workers are required to complete the repairs, Service Contractor shall provide justification to Service Contract Administrator prior to starting work. Work shall proceed only after Owner's authorization.

1.11 Service Reports

1.11.1. At the completion of each scheduled inspection/maintenance visit or any follow-up or emergency visit, the Service Contractor shall complete a service report

indicating the facility name and chiller number/manufacturer, the time and date of service, name of technician/mechanic performing the service, all items inspected, and services performed, and items requiring a follow up inspection or repair. A list of the specific equipment repaired, parts replaced, and amount of refrigerant added shall also be included in these reports.

1.11.2. Service reports shall also be provided for the following:

A. A report shall be provided each year reporting the annual refrigerant usage for each chiller.

B. A report shall be provided for each diagnostic service performed, i.e., vibration analysis, Eddy current testing, oil analysis, etc.

1.11.3. All inspection and service reports shall be signed by the Service Contract Administrator or an authorized representative of the City Mechanical Department.

1.11.4. Three (3) copies of each report shall be furnished to the Service Contract Administrator after completion of the service call. All invoices for payment shall also include a copy of all Service Reports covered under that invoice.

1.12 Miscellaneous

1.12.1. All inquiries should be directed to:

Cliff Thomas
City of Mobile
850 Owens Street
Mobile, AL 36604
251.709.0390

END OF SECTION

EXHIBIT A
SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22
CHILLER TYPE AND LOCATION

1. Convention Center – 1 South Water Street
   a. York – Centrifugal - Model # YT – Serial # YLYM787119
   b. York- Centrifugal – Model # YT – Serial # YLYM787120
   c. Trane- Water Cooled – Model RTHD – Serial # U18C00312

2. Gulf Coast Exploreum – 65 Government Street
   a. Trane- Centrifugal – Model # CVHE050 – Serial # L97D2904

3. Gulf Quest Maritime Museum- 155 S. Water St.
   a. York – Air Cooled Screw- Model # YCIV0187 – Serial # 2AYM014748
   b. York- Air Cooled Screw- Model # YCIV0187 – Serial # 2AYM014747
   c. York- Air Cooled Screw – Model # YCIV0187 – Serial # 2AYM014749

4. James Seals Jr. Community Center – 504 Texas Street
   a. Carrier – Air Cooled Scroll- Model # 30RAP080- Serial # 4919Q90202

5. Main Ben May Library – 701 Government Street
   a. Trane- Air Cooled Screw – Model # RTAC1554 – Serial # U07A01506

6. Mobile Civic Center – 401 Civic Center Drive
   a. Trane – Centrifugal- Model # CVHE500 – Serial # L97F04522
   b. Trane – Water Cooled Screw – Model # RTHB180- Serial # U97G03229
   c. Carrier- Centrifugal- Model # 19XR-424- Serial # 3821Q28736

7. Mobile Museum of Art – 4850 Museum Drive
   a. Carrier – Water Cooled Screw- Model # 23XLL111EC40 -Serial # 2101Q65631
   b. Carrier – Water Cooled Screw -Model #30HXC206PY671AA1- Serial # 3822Q27839

8. Moore Branch Library – 4 McGregor Avenue
   a. Trane – Air Cooled Scroll- Model # CGAM040A- Serial # U13J38690

9. Museum of Mobile- 111 South Royal Street
   a. Trane- Air Cooled Screw- Model # RTAA100 – Serial # U99H01277
   b. Trane -Air Cooled Screw- Model # RTAA100- Serial # U00M05891

10. Public Safety Complex – 8080 Airport Boulevard
    a. York – Air Cooled Screw- Model # YLAA0090- Serial # 2MVM004656

11. Saenger Theater – 6 Joachim Street
    a. Trane – Air Cooled Screw- Model # ACRB250 – Serial # U21D00351

12. Trinity Gardens Dotch Community Center – 3100 Bank Avenue
    a. Trane – Air Cooled Screw- Model # RTAAA070A – Serial # U07E04000

13. West Regional Library – 5555 Grelot Road
    a. Trane – Air Cooled Screw- Model # RTAA110 – Serial # U01K02001
    b. Trane – Air Cooled Screw- Model # RTAA110 – Serial # U01J02000

END OF SECTION

EXHIBIT B
SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22
CHILLER INSPECTION CHECK LIST ROUTINE OPERATIONAL INSPECTIONS

LOCATION_____ MACHINE MODEL_____

INSPECTION NO._____ SERIAL NO._____
(4 Required)

ROUTINE OPERATIONAL INSPECTION

	NORMAL	ABNORMAL	REFERENCE
I. Review Operation Log			
II. Check, test, and make proper and necessary adjustments on the following:			
1. Report to Customer upon arrival			
2. Check General machine operation			
3. Check control, power and piping			
4. Check Safety Operating control			
5. Check Refrigerant Charge			
6. Check starter wiring and contacts			
7. Check gauges/indicator lights			
8. Check water flow.			
9. Log CHW/Brine in temperature			
10. Log CHW/Brine out temperature			
11. Log CHW/Brine flow Delta P			
12. Log CHW/Brine Pump Delta P			
13. Log cooler refrigerant temperature			
14. Log cooler refrigerant pressure			
15. Log cooler LTD			
16. Log condense water temp-in			
17. Log condense water temp-out			
18. Log condense water pump Delta P			
19. Log condenser water pump Delta P			
20. Log condenser refrigerant temperature			
21. Log condenser refrigerant pressure			
22. Log condenser LTD			
23. Log oil level and color			
24. Log oil pump current			
25. Log oil supply pressure			
26. Log oil pump temperature			
27. Check approaches through calculation			

EXHIBIT B

SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22
CHILLER INSPECTION CHECK LIST ROUTINE OPERATIONAL INSPECTIONS

	NORMAL	ABNORMAL	REFERENCE
28. Check for leaks			
29. Lubricate as needed			
30. Make equipment adjustments as required			
31. Make operation/control adjustments air			
32, Clean up work station			
33. Report to customer advise & obtain signature			
34. Vibration Analysis during May & October Inspections			
35. Oil Analysis during May & October			

END OF SECTION

EXHIBIT C
SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22
CHILLER INSPECTION CHECK LIST MAJOR SHUTDOWN INSPECTION

LOCATION_____ MACHINE MODEL_____

INSPECTION NO._____ SERIAL NO. _____
(One Required)

ROUTINE OPERATIONAL INSPECTION

	NORMAL	ABNORMAL	REFERENCE
I. Review Operation Log			
II. Check, test, and make proper and			
1. Report to Customer upon arrival			
2. Lubricate equipment upon arrival			
3. Leak test entire unit			
4. Calibrate operating controls			
5. Check gauges/indicator lights			
6. Inspect contractors			
7. Tighten electrical connections			
8. Check starter wiring and controls			
9. Calibrate motor amps & volts			
10. Record/verify configurations			
11. Record software versions			
12. Calibrate controls and voltage			
13. Calibrate flow switches/devices			
14. Review and evaluate log readings			
15. Replace oil filters			
16. Calibrate control			
17. Replace oil reclaim filter/strainer			
18. Replace drier core			
19. Lubricate equipment as required			
20. Brush condenser tubes			
21. Check VFD			
22. Remove oil samples for analysis			
23. Change purge filters, clean and check purge.			
24. Vibration analysis report			
25. Clean up work station			
26. Report to customer on departure, advise			

END OF SECTION

EXHIBIT D
PRE-EXISTING CONDITIONS INSPECTION-EXEMPTIONS

1.Contractor will not be responsible for any Chiller Condenser Coil repairs at the West Regional Library on equipment outlined in Exhibit A.

2.Contractor will not be responsible for refrigerant replacement resulting from issues arising from the current condition of the Chiller Condenser Coils at the West Regional Library.

3.Contractor will only be responsible for the conducting Sections 1.8 (Scheduled Inspection and Diagnostics and 1.9 (Service and Maintenance Requirements) of the Scope of Work outlined in Exhibit A. ECS will not be responsible for the following on the Equipment outline in Exhibit A at the Mobile Museum of Art:

a.Repairs all deficient conditions discovered as a result of scheduled inspections or required due to unexpected failure of equipment.

b.Furnish and install new replacement parts including motor controllers, motor starters, motor rotors, controls, oil, oil filters, oil pumps, refrigerant, bearings, gaskets, insulation required to be removed for access to parts or equipment, and other components as required for repairs.

c.Repair and replacement of parts shall include both condenser and evaporator tubes on both the refrigerant and water side.

4.In addition, the following repairs and replacement parts will be excluded from the contract:

CONVENTION CENTER						
	YORK	CENTRIFUGAL	YT	YLYM787119	11	Shaft seal leaking, Leak check machine, drive trips, need motor pulled and repaired. (does not run)
	YORK	CENTRIFUGAL	YT	YLYM787120	11	CM2 Board needs to be replaced.
	TRANE	WATER COOLED SCREW	RTHD	U18C00312	134A	Bad entering chilled water temp sensor.
EXPLOREUM						
	TRANE	CENTRIFUGAL	CVHE050	L97D02904	123	High purge count, chiller needs to be leak checked.
GULF QUEST						
	YORK	AIR COOLED SCREW	YCIV0187	2AYM014748	134A	Chiller needs (2) condenser coils replaced.
	YORK	AIR COOLED SCREW	YCIV0187	2AYM014747	134A	Needs differential flow switch replaced.
	YORK	AIR COOLED SCREW	YCIV0187	2AYM014749	134A	CKT#2 low on refrigerant, needs new condenser coil due to leaks.
JAMES SEALS JR						
	CARRIER	AIR COOLED SCROLL	30RAP080	4919Q90202	410A	No Issues
MAIN LIBRARY						
	TRANE	AIR COOLED SCREW	RTAC1554	U07A01506	134A	CKT#1 low on refrigerant, needs to be leak checkedneeds new shorting contactors for both circuits.
CIVIC CENTER						
	TRANE	CENTRIFUGAL	CVHE500	L97F04522	123	High purge count, chiller needs to be leak checked.
	TRANE	WATER COOLED SCREW	RTHB180	U97G03229	R-22	No Issues
	CARRIER	CENTRIFUGAL	19XR-424	3821Q28736	134A	No Issues
MUSEUM OF ART						
	CARRIER	WATER COOLED SCREW	23XL111EC40	2101Q65630	R-22	Oil leak on seperator
	CARRIER	WATER COOLED SCREW	23XL111EC40	2101Q65631	R-22	Will not run, being replaced
MOORE LIBRARY						
	TRANE	AIR COOLED SCROLL	CGAM040A	U13J38690	410A	CKT#1 and CKT#2 leaking discharge service valve, leak check, add refrigerant
MUSEUM OF MOBILE						
	TRANE	AIR COOLED SCREW	RTAA100	U99H01277	R-22	Bad Condenser coils, all coils need to be replaced
	TRANE	AIR COOLED SCREW	RTAA100	U00M05891	R-22	Needs new control panel, bad condenser coils, all coils need to be replaced
PUBLIC SAFETY						
	YORK	AIR COOLED SCROLL	YLAA0090	2MVM004656	R-22	Needs (1) Condenser fan motor (1) blade on CKT#2, top plate (motor supports) needs to be replaced
SANGER THEATER						
	TRANE	AIR COOLED SCREW	ACRB250	U21D00351	134A	No Issues
DOTCH CC						
	TRANE	AIR COOLED SCREW	RTAA070A	U07E04000	R-22	No Issues
WEST REGIONAL LIBRARY						
	TRANE	AIR COOLED SCREW	RTAA110	U01K02001	R-22	Needs all condenser coils replaced, need 4b4 fan motor and blade, leak on oil fitting, ckt#1 low on freon
	TRANE	AIR COOLED SCREW	RTAA110	U01J02000	R-22	Needs all condenser coils replaced, needs 4b4 and 3b2 fan motor and blades, needs new flow switches

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# FM-190-22 Current Date 9 /16 /22

Project Description Chiller Service and Maintenance

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The current Chiller Service and Maintenance was terminated by the Contractor effective 10/22/22.

There are a limited number of Corporations who can provide the experienced workforce to perform the duties outlined in the RFQ.

Architectural and Engineering
Requested By (Department Director)

Gregg Blaize — Capital Improvement Project Manager — 9/16/22
(Signature) (Title) (Date)

251-490-5534
Telephone Number

gregg.blaize@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Supplier Diversity Mgr. 9/22/2022
(Signature) (Title) (Date)

Approved By (CAO)

Alabama Secretary of State

ECS Cooling, LLC	
Entity ID Number	000 - 934 - 934
Legal Name in Place of Origin	Engineered Cooling Services, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	2801 N DAVIS HWY PENSACOLA, FL 23503
Principal Mailing Address	2801 N DAVIS HWY PENSACOLA, FL 23503
Status	Exists
Place of Formation	Delaware
Formation Date	08/04/2006
Qualify Date	11/20/2006
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2006 2007

Transactions

Transaction Date	03/27/2007
Registered Agent Changed From	SANDERS, JUDSON 1770 OLD SHELL RD MOBILE, AL 36606
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	12/31/2019
Fictitious Name Changed From	ECS Cooling, Inc.
Transaction Date	12/31/2019
Legal Name Changed From	Engineered Cooling Services, Inc.

ECS Cooling, LLC	
Transaction Date Miscellaneous Filing Entry	12/31/2019 CONVERSION FROM F/C FILED
Transaction Date Principal Office Changed From	12/31/2019 2442 EXECUTIVE PLZ PENSACOLA, FL 32504
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/20/2006 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/27/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/31/2019 Conversion 3 pgs.

Browse Results New Search

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Engineered Cooling Services LLC

Company ID
517655

Employer ID Number
870769487

DUNS Number
103404286

NAICS Code
811

Subsector
Repair and Maintenance

Doing Business As (DBA)

Enrollment Date
03/08/2012

Unique Entity Identifier (UEI)
G1L3VG6YNAY1

Total Number of Employees
100 to 499

Sector
Other Services (Except Public Administration)

Edit Company Information

Employer Category

Employer Category
Federal Contractor with FAR E-Verify Clause

Edit Employer Category

Company Locations

Physical Address
2801 North Davis Hwy
Pensacola, FL 32503

Mailing Address
Same as Physical Address

Edit Company Locations

Hiring Sites

Number of Sites
7

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

CERTIFICATE OF LIABILITY INSURANCE

4/1/2023

DATE (MM/DD/YYYY) 1/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1304803 ENGINEERED COOLING SERVICES, LLC 2801 N. DAVIS HIGHWAY PENSACOLA FL 32503	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Greenwich Insurance Company — 22322 INSURER B : The Cincinnati Insurance Company — 10677 INSURER C : XL Insurance America, Inc. — 24554 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19209738 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	RGD300147503	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	RAD943796403	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ $0	Y	Y	EXS0572000..	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C C	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	Y	RWD3001476-03.. STOP GAP: ND, OH, WA, WY	4/1/2022	4/1/2023	[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)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
PROJECT NAME: CITY OF MOBILE CHILLER SERVICE AND MAINTENANCE; PROJECT NUMBER: FM-190-22; ***SEE ATTACHED***

CERTIFICATE HOLDER

19209738
CITY OF MOBILE, ALABAMA
BUILDING SERVICES 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

Joseph M Agnello

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CITY OF MOBILE, ALABAMA IS ADDITIONAL INSURED ON GENERAL, AUTO AND UMBRELLA LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL, AUTO AND UMBRELLA LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER. FOR NON-PAYMENT OF PREMIUM, INSURER(S) WILL SEND 10 DAYS NOTICE OF CANCELLATION TO CERTIFICATE HOLDER.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facility Maintenance Department, Director.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

G. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

H. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

I. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

J. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish,

tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

K. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

L. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a monthly basis, for completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
   Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
   The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

   Such comprehensive policy shall include the following:
   a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
   b) Completed Operations Coverage, thereby meaning any

loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and	$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:

a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2 shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City

License at the time of Bidding.

I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the

Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:
Nick Amberger, PE, Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilman Ben Reynolds

Purpose and Scope of Project:
To approve contract with Geotechnical Engineering Testing, Inc. for testing services.

Amount of Contract:
$24,858.00

Funding Source

Project # C0802 **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4293

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Laboratory Testing	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/26/2023 - 1:47 PM
Capital	Rhodes, Brenda	Approved	1/26/2023 - 4:03 PM
Legal	Kern, Chris	Approved	2/2/2023 - 11:14 AM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:10 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing Commission District 3, MCR-2022-308; COM Project# 2023-3005-06

PROJECT #: C0802 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $24,858.00

VENDOR NAME: Geotechnical Engineering Testing, Inc.

VENDOR NUMBER: 72600

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X__; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 1/26/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Geotechnical Engineering Testing, Inc.

Project Name: 2022 PAYGO Resurfacing Commission District 3, MCR-2022-308 /COM Project#2023-3005-06

Estimated Cost: $24,858.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____ _____, 2023, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "COUNCIL", and **Geotechnical Engineering Testing, Inc.,** hereinafter called the "LABORATORY", WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. **DEFINITIONS:**

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** – The engineering company, **(CERM, Inc.),** employed by the CITY to perform professional engineering services for the PROJECT.

(d) **COUNCIL** - Mobile City Council

(e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement

PROJECT – **2022 PAYGO Resurfacing**
Commission District 3, MCR-2022-308

PROJECT No. – **2023-3005-06**

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.

(i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.

(j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Dorsey & Dorsey Engineering, Inc.)** to perform engineering services for the PROJECT.

(k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.

(m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. **DIRECTION OF WORK:**

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. **LABORATORY PERSONNEL:**

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. **REPORTS:**

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. **LABORATORY OFFICE:**

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS:

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Sub-Grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. <u>SPECIAL BORINGS AND SOIL MECHANICS TEST:</u>

(a) BORINGS – Sixteen (16) total Borings of the existing roadway shall be made, locations of the boring will be as directed by the PROJECT ENGINEER. Payment for this item in excess of sixteen to be as shown on Exhibit "B" attached, where applicable. The borings will consist of coring the existing asphalt, the roadway base and a portion of the subsurface soils to properly evaluate the roadway buildup and to offer a geotechnical engineering recommendation for the design of the roadway section.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's

placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general one representative TEST shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200-foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in-place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all

incidentals necessary, a sum not to exceed **$24,858.00 (Twenty-Four Thousand Eight Hundred Fifty-Eight Dollars and Zero Cents)** as shown in Exhibit "A", to be paid as follows:

(a) Design Phase Services – A sum not to exceed **$7,858.00 (Seven Thousand Eight Hundred Fifty-Eight Dollars and Zero Cents)** upon completion by the Laboratory of all work required by the Project Engineer for completion of the plans and specifications for bidding purposes, payable upon submission of Project Engineer's certificate of completion.

(b) Construction Phase Services – A sum not to exceed **$13,500.00 (Thirteen Thousand Five Hundred Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

(c) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "B" where applicable.

(d) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit "B" and shall not exceed **$3,500.00 (Three Thousand Five Hundred Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

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

30. E-VERIFY:

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

31. ANTI-DISCRIMINATION:

LABORATORY shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all 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.

32. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2) Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.

2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3) General Aggregate Limit shall apply on a "Per Project" Basis.

(c) Automobile Liability Insurance:

1) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

(d) Excess/Umbrella Liability Insurance

1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2) Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2) Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

3) Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

33. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under

contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____

Its Mayor

ATTEST:

_____

Its City Clerk

Geotechnical Engineering Testing, Inc.

By: _____

Printed Name: Curt Doyle

Its President

ATTEST:

By: _____

Printed Name: Clay B Doyle

Its Secretary

EXHIBIT 'A'

This contact shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2022 PAYGO Resurfacing – Commission District 3, MCR-2022-308

PROJECT No. – 2023-3005-06

Design Phase Services – Not to Exceed Amount - $7,858.00

Construction Phase Services – Not to Exceed Amount - $13,500.00

Additional Services – Not to Exceed Amount - $3,500.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

$ 24,858.00

Source of funding: C0802 (PAYGO MCR-2022-308)

EXHIBIT 'B':

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2023

FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$500.00
	b. Additional Mobilization – Outside 25 Miles		Special Quote
2.	Mobilization of ATV Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$650.00
	b. Outside 25 Miles		Special Quote
3.	Mobilization of Barge & Core Boring Equipment		Special Quote
4.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods		
	a. 0' – 50'		$16.50/LF
	b. 50' – 100'		$20.00/LF
	c. 100' – 150'		$26.00/LF
	d. 150' – 200'		$35.00/LF
	e. 200' +		Special Quote
5.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger		
	0' - 50'		$20.00/LF
6.	1 In or 2 In. PVC Observation Well		
	a. Sealed		Special Quote
	b. Unsealed		$12.00/LF
7.	Boring Abandonment		
	a. Bentonite Chips		$7.50/LF
	b. Bentonite & Cement Slurry		$16.00/LF
8.	SPT Samples Taken in Excess of One per 5 LF		
	a. 0' – 50'		$35.00/Ea
	b. 50' – 100'		$60.00/Ea
	c. 100' +		$90.00/Ea
9.	Rock Coring w/ Soil Boring Operations		$47.50/LF
		OR	$250.00/Hr
10.	Shelby Tube Samples Attempted (ASTM D 1587)		
	a. 0' – 50'		$65.00/Ea
	b. 50' – 100'		$85.00/Ea
	c. 100' +		$130.00/Ea
	d. Shelby Tube Provided to Client		$30.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2023

11.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	$250.00/Hr
12.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	$300.00/Hr
13.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	$550.00/Hr
14.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
15.	Casing of Borings w/ Pipe (4" OD Casing)	$17.50/LF
16.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)	$2.50/Mile
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$100.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Augering (5 Ft) and Penetrometer Testing (36 In) (DCP)	$150.00/Ea
24.	Hand Auger and Wildcat Testing (2-Man Crew - Portal to Portal)	$130.00/Hr
25.	Borings using Tripod Mounted Equipment	
	a. 3 – Man Crew and Equipment (Portal to Portal)	$250.00/Hr
	b. 4 – Man Crew and Equipment (Portal to Portal)	$300.00/Hr

Note: Field soils exploration services performed with a drill rig and crew are subject to a minimum fee of $2250.00.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2023

LABORATORY SOIL MECHANICS TESTS

CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	$90.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	$135.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	$50.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	$85.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	$275.00/Ea
8.	Specific Gravity Test (ASTM D 854)	$125.00/Ea
9.	Organic Content (ASTM D 2974)	$100.00/Ea
10.	Topsoil Test (ALDOT Method)	$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	$100.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	$390.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	$260.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	$130.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	$1000.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	$1,425.00/Ea
17.	Moisture Content & Unit Weight	$55.00/Ea
18.	Direct Shear Test	
	a. Quick	$500.00/Ea
	b. Consolidated = Drained	$1600.00/Ea
19.	Remold Sample / Point	$30.00/Pt

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2023**

CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)		
	a.	Set of One	$700.00/Ea
	b.	Set of Two	$900.00/Ea
	c.	Set of Three	$1100.00/Ea
	d.	Set of Four	$1300.00/Ea
	e.	Set of Six	$1700.00/Ea
	f.	Set of Eight	$2100.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)		
	a.	Set of One	$1100.00/Ea
	b.	Set of Two	$1300.00/Ea
	c.	Set of Three	$1500.00/Ea
	d.	Set of Four	$1700.00/Ea
	e.	Set of Six	$2100.00/Ea
	f.	Set of Eight	$2500.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$140.00/Ea
		Cohesive Soils (SC, CL, CH)	$180.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
		Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
		Cohesive Soils (SC, CL, CH)	$250.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
		Aggregates & Cohesive Soils (SC, CL, CH)	$275.00/Ea
24.	Laboratory Vibrated Density		
	a.	Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b.	(ALDOT 140)	$300.00/Ea
25.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt		$200.00/Pt
26.	Resilient Modulus, MR		$800.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2023

HYDRAULIC CONDUCTIVITY TESTS

27.	Hydraulic Conductivity Test – Flexible Wall Permeameter Constant Head (EM 1110 – 2 – 1906 – Using Back Pressure Saturation and ASTM D 5084)	$400.00/Ea
28.	Hydraulic Conductivity Test with Rigid Wall Permeameter – Constant Falling Head (ASTM D 2424)	$250.00/Ea

CHEMICAL TESTS

29.	Soil or Water pH (ASTM D 4972 & 6 – 51)	$40.00/Ea
30.	Soil or Water Resistivity (ASTM G 57)	$100.00/Ea

A 10% surcharge will apply to laboratory testing fees for projects where testing is not part of geotechnical investigation and reporting. This fee is to cover general project management and scheduling, laboratory report review, and report distribution.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2023

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
	a. Technician Level I	$48.00/Hr
	b. Technician Level II	$58.00/Hr
	c. Technician Level III	$66.00/Hr
	d. Technician Level IV	$74.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$87.50/Hr
	g. Technician Supervisor	$100.00/Hr
	Note: Services performed after regular office hours (7:00 – 5:00) will be subject to overtime rates and/or a 4 hour minimum.	
2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of Concrete Test Cylinders (Including Mold)	$20.00/Ea
6.	Laboratory Curing "Hold" Concrete Test Cylinders (Including Mold)	$20.00/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	$120.00/Ea
8.	Laboratory Curing "Hold" Concrete Beams	$40.00/Ea
9.	Laboratory Curing, Testing and Reporting 4" x 4" x 6" Block Fill	$40.00/Ea
10.	Laboratory Curing "Hold" 4" x 4" x 6" Block Fill	$40.00/Ea
11.	Laboratory Curing, Testing and Reporting 2" x 2" Grout / Mortar Cubes	$30.00/Ea
12.	Laboratory Curing "Hold" 2" x 2" Grout / Mortar Cubes	$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cap), Curing, and Testing Drilled Concrete Cores	$100.00/Ea
16.	Gradation Analysis of Aggregates	$275.00/Ea
17.	Capping of Concrete Test Specimens	$20.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2023

18.	Coring of Asphaltic Cement	
	a. Cost of Core Barrel and Machine	$5.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Asphalt	$15.00/Ea
19.	Coring of Concrete	
	a. Cost of Core Barrel and Machine	$8.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Concrete	$30.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$140.00/Ea
	Cohesive Soils (SC, CL, CH)	$180.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$275.00/Ea
24.	Laboratory Vibrated Density	
	b. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$275.00/Ea
25.	One Point Proctor Verification	
	a. Standard Proctor	$90.00/Pt
	b. Modified Proctor	$120.00/Pt
26.	Soil Classification Test	$160.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$100.00/Day
31.	Concrete Performance Analysis	Special Quote

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2023

32.	Instrumentation and Equipment		
	a.	Submeter GPS	$100.00/Day
	b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	$500.00/Day
	c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
	d.	Torque Wrench and Skidmore Device	$75.00/Day
	e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
	f.	Settlement Plates	Special Quote
	g.	Saximeter	$50.00/Day
	h.	Cylinder Molds	
		Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	$120.00/Ea
		Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	$120.00/Ea
	i.	Nuclear Density Gauge	$25.00/Day
	j.	Sand Cone Equipment & Field Scales	$100.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)		Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2023

ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	$190.00/Hr
	Litigation Related Services	$285.00/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	$170.00/Hr
	Litigation Related Services	$255.00/Hr
3.	Project Engineer – Licensed Professional Engineer	$150.00/Hr
	Litigation Related Services	$225.00/Hr
4.	Professional Engineer or Geologist	$130.00/Hr
5.	Staff Engineer or Geologist	$100.00/Hr
6.	Project Manager	$120.00/Hr
7.	Engineering Technician – Field and Office	
	a. Technician Level I	$48.00/Hr
	b. Technician Level II	$58.00/Hr
	c. Technician Level III	$66.00/Hr
	d. Technician Level IV	$74.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$87.50/Hr
	g. Technician Supervisor	$100.00/Hr
8.	Computer Processor / Draftsman	$80.00/Hr
9.	Typist and Reproduction Clerk	$60.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	$50.00 /Ea
15.	File Copies	
	a. Per Page	$0.20/Ea
	b. Reproduction Clerk Time Applies	

EXHIBIT 'C': INSURANCE & CERTIFICATIONS

GEOTENG-01 PATRAONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/19/2023

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 The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group
INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Axis Specialty Ins. Co. — 15610 INSURER B : Sentry Insurance — 24988 INSURER C : The Sheffield Group INSURER D : CNA Insurance Company 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 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	EMP1900102504	5/22/2022	5/22/2023	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2022	5/22/2023	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	EMX2000054903	5/22/2022	5/22/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	41359-00	1/1/2023	12/31/2023	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
D	Professional Liab			MCH591949859	5/22/2022	5/22/2023	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102504	5/22/2022	5/22/2023	Each claim $1M Aggre	2,000,000

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

Re: Project #2023-3005-06, 2022 PAYGO Resurfacing, Commission District 3, MCR-2022-308.
Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
PO 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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AGENCY CUSTOMER ID: GEOTENG-01 PATRAONE

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
The Prewitt Group		Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Works Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Ben Reynolds

Purpose and Scope of Project:

Approve contract with Corporate Environmental Risk Management, LLC for Engineering Services.

Amount of Contract:

$90,500.00

Funding Source

Project # C0802 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4302

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	2/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Rejected	1/26/2023 - 1:55 PM
Engineering	White, Jessica	Approved	2/1/2023 - 4:20 PM
Engineering	Amberger, Nick	Approved	2/1/2023 - 5:21 PM
Capital	Rhodes, Brenda	Approved	2/2/2023 - 8:56 AM
Legal	Kern, Chris	Approved	2/2/2023 - 2:24 PM

Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:10 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing Commission District 3, MCR-2022-308;
COM Project# 2023-3005-06

PROJECT #: C0802 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: $90,500.00

VENDOR NAME: CERM, LLC (Corporate Environmental Risk Management, LLC)

VENDOR NUMBER: 294854

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X _; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 1/26/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: CERM, LLC (Corporate Environmental Risk Management, LLC)

Project Name: 2022 PAYGO Resurfacing Commission District 3
/COM Project#2023-3005-06

Estimated Cost: $90,500.00

Adopted:

_____
City Clerk

MOBILE
ALABAMA

2022 PAYGO RESURFACING – COMMISSION DISTRICT 3

PROJECT NO. 2023-3005-06

ENGINEER:

CERM, LLC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This CONTRACT made and entered into this _____day of _____, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Corporate Environmental Risk Management, LLC** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and CONTRACTs herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the CONTRACT.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written CONTRACT between the City of Mobile and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services

DESIGN CONSTRUCTION ESTIMATE – The estimated construction cost of the Project as shall be determined by ENGINEER pursuant to Section III. A. herein.

ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Corporate Environmental Risk Management, LLC or CERM.**

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer either for the Preliminary Design & Investigation Phase, the Design Phase and/or the Pre-Bid to Pre-Construction Phase as set out in Section III.

PROJECT – 2022 PAYGO RESURFACING - COMMISSION DISTRICT 3, City of Mobile Project No. 2023-3005-06. This CONTRACT is for engineering design and construction inspection for roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations CITY wide. (See Exhibit A for approximate locations).

STANDARD SPECIFICATIONS - 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, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services in accord the STANDARD OF PERFORMANCE provided in Section VI below and in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this project, will exercise the reasonable standard of care to meet the requirements for conformance with the STANDARD SPECIFICATIONS and to comply with applicable local ordinances published and in effect during the ENGINEER's services, and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract, the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into three phases (Design Phase, Pre-Bid to Pre-Construction Phase and Construction Phase).

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

The ENGINEER shall submit, in writing, for the CITY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the CONTRACT. The CITY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the ENGINEER. The CITY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project technical staffing.

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.

b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition.

c. Preparation of ADA improvement plans as required along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

e. Omitted

f. Omitted

g. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

h. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.

i. Prepare a plan outlining specification for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.

j. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

k. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

l. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.

m. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.

n. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.

o. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

p. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Four (4) weeks** after notice to proceed. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, map book and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

   (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Two (2) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY by a Notice to Proceed, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

   a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

   b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

   c. The ENGINEER 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 ENGINEER by the end of the workday proceeding the day of the bid opening. **The ENGINEER shall check each Contractor to assure each is properly licensed.** The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

   d. The ENGINEER 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 ENGINEER'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 ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER 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 ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) copies to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the Contractor, the testing firm, and all utilities involved in the project to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the project.

C. CONSTRUCTION

1. Quality Assurance

a. ENGINEER shall require the Contractor to ensure quality assurance during construction. The Contractor's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the NPDES Storm Water Discharge General Permit. The ENGINEER shall require the Contractor to maintain on-site a copy of the STANDARD SPECIFICATIONS and shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for the maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the testing lab assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY.

3. Project Observation

a. The ENGINEER shall appoint a competent project inspector, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered ENGINEER. The Observer shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall submit the observer's qualifications in written format to the CITY ENGINEER prior to the start of construction. The CITY ENGINEER shall approve any substitution or additional staff prior to appointment by the ENGINEER.

The CITY reserves the right to require replacement of any observer considered to be unqualified for the work. The duty of the observer is to determine contractor compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the observer or the ENGINEER's superintendent controls or assumes a right to the manner in which the Contractor performs the work.

b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The professional ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The ENGINEER's observer shall keep a daily diary, listing equipment on site and in use, weather conditions, Contractor's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the project must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. The ENGINEER's observer will sign all asphalt tickets, at the site, previously signed by the Testing Firm's representative, indicating his approval of the materials to be installed.

j. The ENGINEER shall require the Contractor to check all of the Contractor's equipment before it is used on the project to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The project shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the contractor a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the project. When the Contractor has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the project will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the project has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the contractor indicating the acceptance date for project maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

The ENGINEER will be required to maintain strict review of progress of the project construction. A monthly time report shall be submitted to the CITY ENGINEER and to the Contractor. The monthly report will be dated the Monday following the reported period, delivered via email or regular mail, and postmarked to the Contractor on the same date.

Any discrepancies between the Contractor and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the

ENGINEER and the Contractor. If the Contractor has not informed the ENGINEER in writing of any discrepancies with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the Contractor. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the Contractor's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the Contractor when work can resume. It will then be the duty of the Contractor to notify the ENGINEER of when and where work on the project will resume.

IV. MUTUAL CONTRACT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a Notice to Proceed. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.

B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, CONTRACTs, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual CONTRACT between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court

of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 60% of this CONTRACT shall not exceed **$20,186.00 (Twenty Thousand One Hundred Eighty-Six Dollars and Zero Cents)**.

   b. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A and III.B of this CONTRACT shall not exceed **$18,260.00 (Eighteen Thousand Two Hundred Sixty Dollars and Zero Cents).**

   c. Upon letting of the contract for construction of this project, the ENGINEER shall be compensated based upon the percentage completion of the construction. The ENGINEER's invoice shall be submitted with the CONTRACTOR's monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. Payment for work performed in Section III.C of this CONTRACT shall not exceed **$48,054.00 (Forty-Eight Thousand Fifty-Four Dollars and Zero Cents)**.

   d. Failure to perform any service identified in a Notice to Proceed shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the CONTRACT, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT D and shall not exceed **$4,000.00 (Four Thousand Dollars and No Cents)**.

2. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the Project. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT or any Notice to Proceed to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed **$90,500.00 (Ninety Thousand Five Hundred Dollars and No Cents)**.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims to the extent caused by the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

IX. ANTI-DISCRIMINATION CLAUSE

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

X. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XI. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is **2022 PAYGO RESURFACING - COMMISSION DISTRICT 3 – C0802**. Said funds are on hand at the time of the execution of this contract.

XII. PROHIBITION OF BOYCOTTING

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

XIII. ANTI-DISCRIMINATION

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

IN WITNESS WHERE OF, **Corporate Environmental Risk Management, LLC**, a corporation, has caused its name to be signed hereto by **Clifton Lambert**, its Executive Vice President, duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC

By: Clifton Lambert

Its: Executive Vice President

Address: 958 Dauphin Street

Mobile, AL 36604

Telephone: 251-533-5450

ATTEST:

By: _____

Its: Construction Manager

EXHIBIT A.1: STREETS TO BE RESURFACED

COMMISSION DISTRICT 3 RESURFACING MCR-2022-308

Street	From	To
Hamilton Blvd	U.S. 90	Rangeline Rd
Theodore Dawes Rd	City Limits	U.S. 90

EXHIBIT B: PROJECT ESTIMATE

PROJECT – 2022 PAYGO RESURFACING - COMMISSION DISTRICT 3. This CONTRACT is for engineering design and construction inspection for drainage repairs and improvements for multiple locations CITY wide. (See Exhibit A for approximate locations).

City of Mobile Project No. 2023-3005-06

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the ENGINEER shall not **exceed $90,500.00 (Ninety Thousand Five Hundred Dollars and No Cents)**, unless authorized by the CITY.

FUNDING SOURCE: 2022 MOBILE COUNTY PAY-AS-YOU GO MCR-2022-308

EXHIBIT C: ENGINEER'S FEE SCHEDULE

Design Phase

Field Evaluation	$5,572.00
60% Submittal (As listed in Paragraph 3.a)	$14,614.00
100% Submittal (As listed in Paragraph 3.a)	$11,324.00
Pre-Bid to Bid Award.....	$6,936.00
Construction Phase.....	$48,054.00
Additional Services	$ 4,000.00
CONTRACT Not to Exceed	**$90,500.00**

EXHIBIT D: ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- Pictures of project site
- Hard Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of CONTRACT
    - Supplemental Specifications
    - Project Sign Detail
    - Addendums
- Electronic (Word) copy of the Contract Documents
- Excel copy of Bid Tab
- Other electronic files
- Correspondence affecting Design and/or Construction
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: CERTIFICATIONS AND AFFIDAVITS

Client#: 2212555 08CORPOENV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2023

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: Amy Longshore, ACSR, CWCP	
McGriff Insurance Services 1825 Barrett Lakes Blvd #320 Kennesaw, GA 30144 770 429-0482	PHONE (A/C, No, Ext): 770 429-0482	FAX (A/C, No): 866-925-7122
	E-MAIL ADDRESS: alongshore@mcgriff.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Corporate Environmental Risk Management LLC 1990 Lakeside Parkway, Suite 300 Tucker, GA 30084	INSURER A : Crum and Forster Specialty Insurance Co	44520
	INSURER B : Brickstreet Mutual Insurance Company	12372
	INSURER C : Selective Insurance Co of America	12572
	INSURER D : Lloyds	
	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	X	X	EPK142723	02/01/2023	02/01/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	X	X	S2544559	02/01/2023	02/01/2024	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)	$
								$
A	UMBRELLA LIAB X OCCUR	X	X	EFX122225	02/01/2023	02/01/2024	EACH OCCURRENCE	$4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	WCB1037134	02/01/2023	02/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	EPK142723	02/01/2023	02/01/2024	$2,000,000 Per Claim	
	Pollution Liab	X	X	EPK142723	02/01/2023	02/01/2024	$2,000,000 Per Occ	
D	Excess(2nd layer)	X	X	ENVXSS307144	02/01/2023	02/01/2024	$5,000,000	

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

See attached forms

EN0111 0211 Additional Insured - Owners, Lessees or Contractors

EN0115 0211 Additional Insured - Designated Person or Organization - Ongoing Operations

EN0119 0211 Primary and Non-Contributory AI - Owners, Lessees or Contractors (change to blanket)

EN0109 0211 Waiver of Transfer of Rights of Recovery Against Others to Us

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile, Alabama
9th Floor Government Plaza - South Tower
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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DESCRIPTIONS (Continued from Page 1)

CA 7809 1117 Commercial Automobile Extension
WC 000313 4/84 Waiver of Our Right to Recover from Others Endorsement
Project: 2022 PAYGO RESURFACING - COMMISSION DISTRICT 3, City of Mobile Project No. 2023-3005-06

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION-ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by your ongoing operations performed for that insured by you, or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s):
Where Required By Written Contract

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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Crum&Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and

2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

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Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;

2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 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".

2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

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1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
   (a) The operational safety of the vehicle might otherwise be impaired;
   (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
   (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and 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 by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

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:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

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a. Permanently installed in or upon the covered "auto" at the time of the "loss";

b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";

c. Designed to be solely operated by use of power from the "auto's" electrical system; or

d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company;

5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

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We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and

2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 4-84)

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 WRITTEN CONTRACTS THAT REQUIRE A WAIVER OF SUBROGATION"

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 Policy No. WCB1037134 Endorsement No.

Insured Corporate Environmental Risk Premium $

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Corporate Environmental Risk Management, LLC (CERM)
Address	958 Dauphin Street Mobile, AL 36604
Telephone	251-960-9080 office 251-533-5450 mobile
E-Mail	clambert@cerm.com

RFP/RFQ Solicitation Number	2023-3005-06
Project Description	Design & CEI on Hamilton Blvd for roadway resurfacing, intersection improvements & roadway infrastructure
Is your company a DBE company?	Yes [X] No [ ]
Work force demographics	Male 94 Female 37 Minority 109 Non-minority 22 SDVO _____ Total #of Employees 131

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Clifton Lambert

Signature: _____ Date: February 2, 2023

Title: Executive 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: Clifton Lambert Title: Executive Vice President

Email: clambert@cerm.com Phone: 251-533-5450

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company CERM Your Bid/Proposal Amount $ $90,500.00 Date:
02 / 02 / 2023 Description Design & CEI Hamilton Blvd resurfacing, intersection improvements & associated infrastructure

Name of Bidder/Proposer: CERM

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
NA						

Form 2: Good Faith Effort Documentation

Name of Bidder: CERM

Contact Person: Clifton Lambert Phone 251-533-5450 Email clambert@cerm.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
Y		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
Y		**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
	N	**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.
	N	**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.
	NA	**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.)
	N	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N	**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.

	N	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N	**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.
	N	**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)

NA 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.

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

NA 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. _____

_____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the acceptance and adoption of the Equal Employment Opportunity Program for the Wave Transit System

Amount of Contract:

n/a

Effective Date of Contract:

2/14/2023

Funding Source

Project # Resolution for the EEO Program for the Wave Transit System

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 EEO Program for the Wave Transit System	Resolution Letter	2/1/2023
EEO Program for the Wave Transit System	Backup Material	2/1/2023

REVIEWERS:

Department Reviewer	Action	Date
		2/1/2023 - 9:58

Legal	Barfield, Becky	Approved	AM
Legal	Kern, Chris	Approved	2/1/2023 - 3:23 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:24 PM

RESOLUTION

2023

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Equal Employment Opportunity Program for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized and directed, respectively, to accept and adopt the said EEO Program, attached hereto and incorporated herein.

ADOPTED:

_____

CITY CLERK

\\Citylawsrv\cycom\WPDocs\D031\P003\00113584.docx

Transit Management of Mobile D/b/a

The Wave Transit System

Equal Employment Opportunity Program Update

The WAVE TRANSIT SYSTEM

Ride the Wave

Revised: December 2022

Mr. Bruce Rockstad, EEO Officer
Mr. Damon D. Dash General Manager

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EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Transit Management of Mobile d/b/a The Wave Transit System is passionately committed to promoting and maintaining a work environment that ensures equality of opportunity for all of our employees. It is an equal opportunity employer and is committed to a policy of Equal Employment Opportunity (EEO / AAP) and to the principles of affirmative action. This commitment is exemplified in all of our management practices as well as in our day-to-day management decisions.

It is the continuing policy of The Wave Transit System that it is committed to equal employment opportunity for all persons, regardless of race, color, national origin, sex, age, religion, medical condition, or disability.

The Wave Transit System is also committed to undertaking an affirmative action program, including setting goals and timetables, in its effort to overcome the effects of past discrimination on minorities and women. Thus, it is the policy of The Wave Transit to provide equal consideration and treatment in all aspects of employment, including recruitment, selection, promotions, discipline, terminations, transfers, layoffs, compensation, training, benefits and all other terms and conditions of employment without regard to race, color, creed, national, sex, age, religion, medical condition, or disability. The Wave Transit System therefore believes that successful achievement of EEO / AAP goals will provide benefits to The Wave Transit System through fuller utilization and development of previously underutilized human resources.

The Wave Transit System will ensure that employees who believe that they have been discriminated against are fully able to exercise their right to file an EEO / AAP complaint, a grievance or otherwise raise their concerns without fear of reprisals for conferring with management or filing a complaint. Acts of reprisals against any employee will not be tolerated. The Wave Transit's civil rights complaint procedures are outlined in Exhibit 2 of the Wave Transit EEO / AAP/Affirmative Action Plan. Employees are advised to review these procedures to determine appropriate steps to take in the event of a possible violation of this policy. In any instance where an employee believes this policy has been violated, the employee is encouraged to consult with The Wave Transit's EEO / AAP Officer concerning such alleged violations.

It is the policy of The Wave Transit System that the work performance of all directors, managers, supervisors, and the EEO / AAP Officer will be evaluated, in part, based on their EEO / AAP/AAP efforts and results.

The responsibility for implementing the EEO / AAP program is assigned to Mr. Bruce Rockstad, the EEO / AAP Officer. The Wave Transit directors, managers and supervisors share in the responsibility to implementing the EEO / AAP Program. The Wave Transit has designated specific responsibilities to these various staff members to ensure that the EEO / AAP program focuses on all components of The Wave Transit's employment practices. In addition, they are reminded of their responsibility to prevent, document, and promptly correct discriminatory and harassing conduct in the workplace.

Damon D. Dash
General Manager

30 DECEMBER 2022
Date

DISSEMINATION OF THE EEO / AAP PROGRAM

Effective implementation of an EEO / AAP Program requires identification of specific procedures that will be used to disseminate the EEO / AAP Program. Therefore, The Wave Transit System has identified the following steps to ensure effective internal and external communication regarding the EEO / AAP Program, its related EEO / AAP policies, and the responsible individual(s).

INTERNAL DISSEMINATION

Internal dissemination is the communication of the EEO / AAP Program to all employees through steps, which include, but are not limited to, the following:

- Written communication from the General Manager;
- Schedule and conduct annual meetings with department heads to explain the intent of the policy and individual responsibility for effective implementation;
- Conduct periodic informal meetings of the transit system to discuss the EEO / AAP Program with all employees;
- Conduct meetings with minority and female employees to get their suggestions in implementing and refining the EEO program;
- Discuss the EEO / AAP policy statement thoroughly in new employee orientation sessions. New employees will be given a copy of the EEO / AAP Policy statement to be included in the employee handbook and sign an acknowledgement of receipt of the policy. Responsible Personnel: Department head / EEO Officer;
- Post the EEO / AAP policy statement, along with required state and Federal EEO / AAP regulations, on The Wave Transit's bulletin boards and other areas designated for general reading and information, including areas accessible to job applicants;
- Photographs of men, women, minorities, and non-minorities, when employees are featured in The Wave Transit's in-house publications, annual reports, and newsletters. Responsible Personnel: All Department heads.

EXTERNAL DISSEMINATION

External dissemination is the communication of the EEO / AAP/AAP to various groups and organizations throughout the community through steps, which include, but are not limited to, the following:

- Inform all recruiting sources in writing of The Wave Transit's EEO / AAP policies, including the policy statement, on an annual basis. Responsible Personnel: Director of Human Resources;

- Encourage recruitment sources to refer minorities, women, and persons with disabilities as job applicants. Responsible Personnel: Director of Human Resources;

- Include on all employment applications and job postings The Wave Transit's EEO / AAP policy clause which states that all qualified applicants will be considered, regardless of race, color, creed, ancestry, national origin, gender, marital status, sexual orientation, religion, age, veteran status, or disability;
- Include the EEO / AAP policy clause in writing with recruitment sources, referral agencies, and organizations that may be of assistance in making referrals or in making opportunities at The Wave Transit known to applicants. Responsible Personnel: Director of Human Resources;
- Include the provision "The Wave Transit is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, ancestry, national origin, gender, marital status, sexual orientation, religion, age, veteran status or disability" in all recruitment advertising. Responsible Personnel: Director of Human Resources;
- Include "Equal Employment Opportunity and Affirmative Action Employer," in its entirety, in all purchase orders and contracts. Responsible Personnel: All department heads;
- Notify minority and women's organizations, community agencies, community leaders, of The Wave Transit's EEO / AAP policy statement in writing. Responsible Personnel: Director of Human Resources;
- Picture minority and non-minority men and women and persons with disabilities in all relevant advertising or The Wave Transit-sponsored publications prepared for external dissemination. Responsible Personnel: All department heads;
- Public media sources, for example; radio and television stations, newspapers, magazines, and other journals (especially those oriented to the handicapped and minority populations). ALL advertisements for personnel will include a statement that the recipient is an EEO employer.

Designation of Personnel

As part of its efforts to ensure equal employment opportunity to all individuals, The Wave Transit has designated specific responsibilities to various staff to ensure that the EEO / AAP Program focuses on all components of The Wave Transit's employment activities. To that end, the General Manager, Director of Human Resources (EEO / AAP Officer), and Department Heads will continue to undertake their EEO / AAP Program responsibilities as further described below.

SEE ATTACHMENT: ORGANIZATIONAL CHART

GENERAL MANAGER

Responsibility and accountability for implementing the EEO / AAP Program rests with the General Manager. It is the policy of The Wave Transit System for The General Manager to be responsible for designating appropriate personnel with the responsibility for overseeing, administering, implementing and monitoring The Wave Transit's EEO / AAP Program; Ensure that these personnel are identified in writing by name and job title; provide leadership and personal direction that assures total involvement and commitment to equal employment opportunity activities through The Wave Transit's EEO / AAP Program; and serve as the EEO investigating officer in the event of conflict. Furthermore, ALL employees of the Wave Transit System will have access to the General Manager in the event of an apparent conflict with the designated EEO Officer.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Mr. Bruce Rockstad, Director of Human Resources is the designated Equal Employment Opportunity Officer. With regard to EEO / AAP, he is responsible for the overall management, implementation, and development of the EEO / AAP, under the daily supervision of the General Manager. The EEO Officer has direct access to the General Manager on all matters related to the EEO / AAP. The Equal Employment Opportunity Officer ensures compliance to all relevant EEO / AAP policies and procedures through department heads at the Wave Transit System. Successful implementation of this program is a basis for evaluating the Equal Employment Opportunity Officer's effective work performance. Note: Because the Wave Transit System is a small grantee, management officials must assume the roles of more than one position. **THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE TWO (2) POSITIONS BECAUSE THE DIRECTOR OF HUMAN RESOURCES IS NOT INVOLVED IN HIRING, PROMOTION, TERMINATIONS AND DECISION MAKING**. The Equal Employment Opportunity Officer's responsibilities include, but are not limited to, the following:

- Developing and recommending the EEO / AAP policy, a written EEO / AAP program, and internal and external communication procedures;
- Assisting management in collecting and analyzing employment data, identifying problem areas, establishing, and monitoring goals and timetables, development of programs to achieve goals;
- Designing, implementing, and monitoring internal audits and reporting systems to measure the program's effectiveness;
- Reporting to the General Manager periodically on the progress of each unit in relations to The Wave Transits goals;
- Serving as a liaison between The Wave Transit System, federal, state, and local governments, regulatory agencies, disabled represented agencies, women organizations, and other community groups;
- Assuring current legal information, with regard to affirmative action is disseminated to responsible parties;

- Assisting with the recruitment of minority, disabled and women applicants; establish outreach sources for use by hiring officials;
- Processing employment discrimination complaints.

Department Heads

In their direct day-to-day contact with The Wave Transit employees, department heads have assumed certain responsibilities to help The Wave Transit ensure compliance with equal employment opportunity laws and the effective implementation of the EEO / AAP/AAP. These include, but are not limited to, the following:

- Assist in ensuring that The Wave Transit System, as an employer, adheres to the stated policy of equal employment opportunity and affirmative action, and monitor the application of equal employment opportunity policies;
- Participate in periodic discussions with supervisors and employees to ensure EEO / AAP policies are being followed;
- Participate in the review and/or investigation of complaints alleging discrimination;
- Review the qualifications of job-related employment practices for all transfers and promotions to ensure equal opportunity;
- Provide support for career mentoring, coaching, and counseling within their respective departments for employees;
- Respond to identified problem areas and establish procedures, goals, and objectives to address and resolve such problems;
- Assist supervisors in arriving at solutions to EEO / AAP problems;
- Assist in the review and implementation of revisions to EEO / AAP policies and procedures;
- Participate in periodic audits to ensure they are not in violation of federal or state laws and regulations;
- Involve with local minority and community organizations, women's and disabled groups, community action organizations and community service programs such as, Independent Living, Mobile Association for Retarded Citizens (MARC), Volunteers of America, Goodwill Easter Seals, Mobile Workforce Development, Alabama Career Center, New Citizens Academy, Big Brothers & Big Sisters of South Alabama, and Mobile Area Chamber of Commerce, etc.;
- Support The Wave Transit System-sponsored educational, training, recreational, and social activities to ensure that all employees are encouraged to participate in accordance with nondiscrimination policies;
- Support and assist the EEO / AAP Officer in developing, maintaining, and successfully implementing the EEO / AAP;
- Take action to prevent, report, and remedy any illegal harassment of employees;

- Ensure that all interviews, orders of employment, and/or wage commitments are consistent with The Wave Transit's EEO / AAP/AAP.

ASSESSMENT OF WORKFORCE

GENERAL INFORMATION AND SUMMARIZATION

The total population in Mobile County grew from 413,025 in 2013 to 413,073 in 2021 (+0.1%). The percentage of the non -white population was at 46.5% in the year 2021. The percentage of females were 52.3 % in 2021. The Wave Transit System currently employs 108 regular employees, of which 97 are minorities and 58 are females.

The Wave Transit System's Workforce is broken down into three (3) categories:

Operators
Minority representation was 95.5% with 65.2% being females.

Maintenance
Minority representation was 85.5%
Note: Because of the nature of the maintenance department positions it difficult to attract qualified females and as result there is one (1) female in the maintenance department.

Administration
Minority representation was 89.5% with 63.2% being females.

EMPLOYMENT PRACTICES

Identification of Problem Areas

The following underutilizations have been identified and will remain the focus of coordinated and ongoing affirmative action efforts:

- Skilled Crafts. Women, Hispanic groups, Asian/Pacific Islanders and American Indians/Alaskans Natives.

Recruiting and External Selection Procedures
The primary source of applicants are walk-in applications, however cooperative efforts between The Wave Transit System and employment services such as Alabama State Employment Offices are additional applicant resources. All job openings at The Wave Transit are listed and / or published at both the GM&O Transportation Center (110 Beauregard Street, Mobile, AL 36602.) The Beltline location (1224 W. I-65 Service Road, South, Mobile, AL 36609.) Online at www.alabamajoblink.gov, www.indeed.com and the Wave Transit System web site at www.thewavetransit.com. Applicants are also recruited through job / career fairs, and the local unemployment office.

Promoting Procedures
Job promotion opportunities are published internally, and all employees are eligible to apply without regard to race, color, creed, religion, national origin, gender, age medical condition or disability. Job promotions are based on job performance, skills, and education.

Transfer Procedures Employees seeking a transfer are required to submit a request to the Director through their Supervisor. Transfers are based on the availability of an opening of a similar position in the desired location.

Procedures and Practices regarding Wages, Salary Levels and Other Forms of Compensations and Benefits
The Wave Transit System determines salaries and wages based on benchmarking of similar jobs in other local government agencies and public transportation organizations. Salary ranges and pay grades have been assigned to each position and are reviewed and approved by the Wave Transit System and City of Mobile. This information is included in the annual budget, in the form of a salary plan. Any adjustments to the salary plan occur through the budget process.

All proposed cost of living (COLA) and merit increases are initiated by the General Manager and reviewed and approved by the City of Mobile as part of the budget process. Merit increases are allocated by Department heads, according to predetermined standards and guidelines with final approval by the General Manager.

Employees are to be paid compensation in accordance with applicable laws. Employee salaries are quoted as annual or hourly amounts. Employees are paid bi-weekly by check or by direct deposit. Paycheck includes work previously completed in the last two weeks.

Deductions required by state and federal law are withheld from the employee's paycheck as well as deductions for insurance premiums or retirement contributions, or any other benefits for which the employee has authorized deductions, in whole or in conjunction with The Wave Transit System, if any. Deductions may be made to a final paycheck for all items agreed to by the employee and The Wave Transit.

Disciplinary Procedures and Termination Practices
The Wave Transit System desires to employ competent employees with acceptable job performance. The Wave Transit provides opportunities for employee training to enhance job performance. Employees are required to participate in seminars, conferences and trainings as determined by their supervisor.

The General Manager and Department heads, hire, evaluate, discipline, and discharge employees.

The General Manager, which is a private contractor is hired, disciplined, evaluated, and discharged by the City of Mobile. Employment of the General Manager is at the will of the City of Mobile.

The General Manager and department heads prepare job descriptions for each employee. Employee job performance is evaluated by the General Manager and Department heads annually. Employees may be disciplined to improve job performance and for failure to abide by these policies. When possible and appropriate, disciplinary action will follow a progressive sequence. The normal sequence of action is:

Step 1: Oral Counseling
Step 2: Written Reprimand
Step 3: Suspension without Pay
Step 4: Dismissal from employment

The purpose of progressive discipline is to ensure that the employee is fully aware of any performance deficiencies that exist and to provide the employee with a reasonable opportunity to correct such deficiencies. Employees will be given an opportunity to respond to any intended disciplinary action on the part of the supervisor either orally or in writing.

Supervisory and management personnel may omit any stage of the above process if, in their opinion and with concurrence of the department head and General Manager, the problem cannot be corrected by a less severe form of disciplinary action.

Oral Discipline

An oral counseling between the immediate supervisor and the employee is the appropriate disciplinary action in the following circumstances:

a. occurrences of unacceptable deviations from established rules or regulations;
b. establishment of an apparent pattern of behavior or performance which is contrary to the work goals of the employee's work group or department;
c. decline or deterioration in previously acceptable conduct or work quality to levels below acceptable standards; and/or other
d. instances of poor performance or conduct which interfere with the operation of the work unit or its personnel, but which, by themselves, are not sufficiently serious to warrant a written reprimand.

The oral counseling will be documented by the supervisor, to provide a written record for the counseling and to provide the employee with a reminder of the work standards expected. Documentation of an oral counseling should be kept in the Supervisor's file for future reference but will not be placed in the employee's official personnel file. In addition, an oral counseling cannot be appealed through the grievance process.

Written Reprimand

A written reprimand is the

a. failure of the employee to carry out agreed upon corrective actions to establish acceptable work or conduct standards after oral counseling; appropriate disciplinary action in the following circumstances:
b. minor damage to or loss of The Wave Transit property because of the employee's negligence; and/or
c. other deficiencies in performance or conduct which are serious enough to warrant more stringent action than a personal conference.

The written reprimand will be prepared by the employee's immediate supervisor, and, prior to being delivered to the employee, must be approved as to form by the Director of Human Resources and General Manager. A copy of the prior, documented oral counseling, if any, will be attached to the written reprimand. A copy of the written reprimand signed by the immediate supervisor and the employee (or witness) will be given to the Director of Human Resources and placed in the employee's official personnel file.

If the employee disagrees with the cause or content of the written reprimand, the employee may grieve this disciplinary action in accordance with The Wave Transit's Grievance Policy, outlined in the policies and procedures manual. Grievances must be submitted within five (5) calendar days. They are to be submitted in writing to the General Manager, unless the grievance involves an action taken by the General Manager. In those instances, the grievance would be directed to the HR/EEO Officer.

Suspension without Pay

Temporary suspension without pay, not to exceed three (3) working days, is the appropriate disciplinary action in the following circumstances:

a. repetition of actions for which a written reprimand has been previously issued;
b. major damage to or loss of The Wave Transit System property through negligence or willful misuse by the employee; and/or
c. performance or conduct which is severe in nature and interferes with The Wave Transit System operations or with performance of duties by other personnel.

Department heads may authorize suspension without pay after receiving approval of the General Manager, or his designee. If the employee is to lose five or more days of pay, they will be subject to a disciplinary hearing. Once a determination has been made, the employee is to receive a written notice clearly stating the following:

a. the reason(s) for the suspension;
b. the duration of the suspension, including beginning and ending dates and times;
c. notice of the employee's right to appeal the suspension with an outline of procedures to be followed if an appeal is desired; and

d. notice that if the employee fails to return to work as expected following the suspension and fails to notify the supervisor of an acceptable reason for the failure to return to work, the employee will be considered to have terminated employment voluntarily.

If the employee disagrees with the suspension without pay, the employee may grieve this disciplinary action in accordance with The Wave Transit's Grievance Policy, outlined in the policies and procedures manual. Grievances must be submitted within ten (10) calendar days. They are to be submitted in writing and sent to the General Manager, unless the grievance involves an action taken by the General Manager. In those instances, the grievance would be directed to HR/EEO Officer.

Dismissal from Employment

Each potential case for dismissal from employment will be considered on its individual merits. Generally, however, dismissal from employment may be the appropriate action in any of the following circumstances:

a. incompetence (including lacking the requisite skills or abilities to perform the assigned job);
b. theft;
c. physical assault against employees, customers, or visitors;
d. violation of law, either on or off duty, resulting in a felony conviction;
e. commission of an act of moral turpitude, including sexual harassment of students, visitors, or other employees;
f. gross neglect of assigned duties;
g. insubordination, willful disobedience, and/or refusal or failure to follow directives or perform work properly assigned by a supervisor;
h. dishonest actions, including falsification of information to secure a position with The Wave Transit System or falsification or intentional destruction of any other The Wave Transit System records;
i. gross or repeated failure to abide by rules and regulations of The Wave Transit System, or of federal, state, or local laws;
mismanagement of a position by action, inaction, or neglect that places the lives or property of others in jeopardy; and/or
j. substandard performance or conduct which continues despite attempts at correction through discipline or counseling.

Department heads may authorize dismissal after obtaining approval from the General Manager, or his designee.

Pre-dismissal and Pre-disciplinary Action Hearings

The Wave Transit System will conduct a hearing before taking any disciplinary action which would result in the coworker's losing a right (money or status) through demotion, suspension without pay for more than five (5) days, or dismissal. This policy applies to all full-time coworkers who have completed their initial probationary period, and part-time regular coworkers who have completed at least six months of service and who are employed year-round. Other part-time, seasonal, or temporary workers are not covered.

The following steps should be followed when conducting a pre-disciplinary hearing:

a) The supervisor or manager will discuss the situation with the General Manager and the Director of Human Resources prior to conducting the hearing;

b) Provide notice to the coworker of the hearing, either orally or in written form, same day notice is fine. Tell the employee that you are holding a hearing to discuss a proposed personnel action and state whatever that proposed action may be;

c) Invite the Director of Human Resources or another neutral person designated by the General Manager as a "neutral advisor". This advisor is a witness not only on behalf of The Wave Transit System as to the impartial, informal hearing but also serves as a witness to what the employee is told and to the employee receiving a full and fair opportunity to present his/her side of the situation;

d) Conduct an informal, objective, impartial hearing. Present the charges and provide a full opportunity for the coworker to present defenses or reasons against the proposed personnel action;

e) Do not make a decision at the end of this particular hearing, and do not have a pre-prepared letter concerning the disciplinary action, since this is perceived under the law as being a preconceived decision. Wait at least 24 hours before making a final decision. Either record the hearing or take notes of the hearing. The recording or notes are the property of The Wave Transit System and do not have to be given to the coworker. The employee may record the meeting as well;

f) If the final decision is to take disciplinary action, put that decision in writing listing specific reasons for the decision being made. A Notice of Personnel Action form may be used for this purpose. Give a copy of the written decision to the coworker and send a copy to the Personnel Department for inclusion in the coworker's personnel record;

g) Notify the disciplined coworker that provisions of the formal grievance procedure are available after any suspension, demotion, or dismissal has taken place. The pre-disciplinary hearing does not replace the formal grievance hearing.

The Department head will give written notice to the employee of the intent to dismiss the employee from employment or to suspend for more than five working days consisting of the following information:

a) The Notice of Charges (What the employee did or failed to do).
b) The rule(s) the employee allegedly violated.

c) The possibility of disciplinary action if the department substantiates the allegations.
d) The date, time, and place of the hearing during which a discussion of the allegations will take place. The department must allow a reasonable time.
e) The employee's right to receive assistance from another person of his or her choosing.

If the employee submits a response either orally or in writing, their supervisor will take into consideration any information submitted in the final decision. The employee's supervisor will respond to the employee in writing. An employee is not required to respond and does not waive any rights under this policy by not responding prior to dismissal.

The department director will conduct the hearing before discharge/suspension and will be accompanied by another supervisor or management employee. The hearing is considered part of the final stage of fact finding and a decision should not be rendered until at least 24 hours after the hearing has concluded and any new information has been considered. See Article 2, Section 10 of the policies and procedures manual for additional guidance on the hearing process.

The final decision should be provided to the employee in writing and within ten (10) working days. The letter is to be sent to the employee's place of residence via certified mail.

If the employee disagrees with the cause or content of the written reprimand, the employee may grieve this disciplinary action in accordance with The Wave Transit's Grievance Policy, outlined in the policies and procedures manual. Grievances must be submitted within fifteen (15) calendar days. They are to be submitted in writing and sent to the General Manager, unless the grievance involves an action taken by the General Manager. In those instances, the grievance would be directed to HR/EEO Officer.

Administrative Leave With or Without Pay

Under certain circumstances it may be necessary to restrict an employee immediately from performing duties at the work site. The circumstances usually involve potential danger to the employee, co-workers, or the public, or the employee's inability to discharge assigned duties satisfactorily. Because of the need for immediate action, the decision to suspend an employee in such circumstances shall be the responsibility of the supervisor, or Department head.

When circumstances of this nature arise, the employee shall be placed on an administrative leave with or without pay pending the investigation of the incident or incidents involved. The initial determination to place the employee on administrative leave with or without pay shall be made by the supervisor, or department director.

An employee placed on administrative leave with or without pay is not considered to be in a disciplinary mode during the administrative leave period. During an administrative leave, an employee is expected to refrain from coming onto The Wave Transit System property at any time unless requested to do so by the employee's supervisor.

Any employee that has completed their probationary period and are being considered for a period and are being considered for a non-paid suspension of five days or more must be provided a pre-disciplinary hearing, as outlined in The Wave Transit's policies and procedure manual.

Based upon the outcome of the investigation, the employee may be allowed to return to his/her normal duties or may be subject to disciplinary action. The placement of an employee on administrative leave with or without pay shall be immediately reported to the department director, the Director of Human Resources, and the General Manager.

Whenever an employee is cleared from administrative leave and found to be free of any wrongdoing, they are to be immediately placed back in an active status and the department director, the Director of Human Resources and the General Manager are to be notified. If the employee's non-paid leave resulted in a delay of the employee's paycheck processing, the employee's manager or supervisor should notify the Finance Department so arrangements can be made to cut a manual check.

ADDITIONAL LANGUAGE FOR THE WAVE TRANSIT SYSTEMS POLICY GUIDELINES

EEO Claim Processing Timeline

In the event that an EEO claim is filed against a Wave Transit System employee or the agency itself, the process for filing such claim and the applicable timelines are as follows:

(Note: Timeline/deadlines exclude, Saturday, Sunday, and locally recognized holidays.)

TMM's Internal Handling of EEO Claim

1. The EEO / AAP Officer must receive a formal written letter of complaint detailing specific aspects of the alleged discrimination activity (including date, time, name of parties, witnesses, etc.) within forty-five (45) days of the subject incident.
2. The EEO/AAP Officer will acknowledge receipt of the formal written complaint within ten (10) days of being served.
3. The EEO / AAP Officer will meet with claimant within twenty (20) days of the acknowledgement of receipt of the formal written complaint.
4. The EEO/AAP Officer will initiate an internal investigation of the alleged charges and will notify claimant of the EEO Officer's initial findings within the forty-five (45) days immediately following the first meeting with claimant.
5. Claimant has fifteen (15) days from the date of the EEO /AAP Officer's initial findings to accept or refute/appeal the information contained therein.
6. Should claimant accept the EEO /AAP Officer's findings or withdraw his/her claim for any other reason, the matter will terminate, and the file will be closed.
7. Should claimant desire to refute/appeal the matter further, he/she will have fifteen (15) days from the date of the initial findings to request an administrative review by General Manager.
8. The General Manager will have ninety (90) days from the date of receipt of claimant's request for further administrative review within which to render a final notice of transit

agency decision. During this timeframe, claimant may be asked to participate in mediation or alternative dispute resolution proceedings, both of which claimant has the right to decline.

9. The Wave Transit System will make every effort to resolve the matter within 120 to 180 days of receipt of claimant's written letter of complaint.

Claimant's Right to Seek External Remedies

Should claimant desire to appeal the matter further he/she has the right to initiate a claim directly with any one the below-listed governmental agencies within 30 days of The Wave Transit System's final notice of transit agency decision:

At the State Level:

Alabama Department of Human Resources
Equal Employment and Civil Rights Division
50 N. Ripley Street
Montgomery, AL 336130
Phone: (334) 242-1550

At the Federal Level:

Equal Employment Opportunity Commission (EEOC)
Ridge Park Place
1130 22nd Street South, Suite 2000
Birmingham, AL 35205
1-800-669-4000

Or

Federal Transit Administration (FTA)
1200 New Jersey Avenue, SE
East Building, 5th Floor TCR
Washington, DC 20590

Nothing in the above language should be construed as legal advice, and claimant has the right to seek local union or legal counsel at any time during this process.

Monitoring and Reporting System

In accordance with ***FTA C 4704.1A***, an important part of any successful EEO program is the establishment of an effective and workable internal monitoring and reporting system. This system should facilitate and overall evaluation of key performance indicators of the agency's EEO plan. The Wave Transit System has implemented internal monitoring and reporting procedures in order to provide for reviews of employment levels and to evaluate the progress made in ensuring equal opportunity employment and to identify employment areas requiring improvement.

System for Reporting, Monitoring and Evaluating Improvement

The Wave Transit System has internal quarterly reporting requirements and Triennial Reporting requirements to the Federal Transit Administration (FTA). Additionally, the internal reporting system continually audit, monitor, and evaluate programs goals and serve as a feedback mechanism on the successful implementation of the EEO Program/AAP. Bi-monthly meetings with the General Manager and Senior Management team are scheduled. If there are any apparent concerns or complaints the EEO officer will use this platform as a mechanism to inform those individuals along with ensure accountability.

The primary objectives of the Wave Transit System EEO Program evaluation is the following:

- Provide an objective measure for gauging the progress on EEO Program/AAP action items;
- Encourage accountability by Senior Management;
- Provide Senior Management with information that is critical for future workforce development, strategic planning, and future goal setting;
- Ensure that any discriminatory employment practices are detected and corrected Quickly; and
- Meet all state and federal requirements for reporting, monitoring, and evaluating improvements in hiring, training, transfer, and promotions in areas of under participation.

Tracking Complaints

In addition, bi-monthly staff meetings are scheduled with the General Manager, EEO Officers and Senior Management Team members. If an employee feels a violation of his or her right has occurred, the complainant should file a complaint with the EEO Officer of the Wave Transit System within thirty (30) working days of the occurrence or event prompting the complaint can When the EEO officer receives the complaint, detailed information concerning the complaint will be compiled, and an immediate investigation will be conducted.

If conciliation cannot be reached at the above steps, the matter will be forwarded to the General Manager for final review and resolution. The General Managers will render a final written decision after careful consideration of the facts.

Monitoring Sub-Recipients

As part of their annual application, The Wave Transit System will require sub-recipients to report on any EEO complaints or lawsuits. Sub-recipients may contact The Wave Transit System at any time during the year to report.

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Attachments

Organizational Chart
Employment Applications
(Driver & Non-Driver Positions)
Job Postings
Workforce Utilization Analysis
Employment Practice Analysis

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the acceptance and adoption of the Public Transportation Agency Safety Plan for the WAVE Transit System

Amount of Contract:

n/a

Effective Date of Contract:

2/14/2023

Funding Source

Project # Resolution for the PTASP for the Wave Transit System — **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 the PTASP for the Wave Transit System	Resolution Letter	2/1/2023
Public Transportation Agency Safety Plan for the Wave Transit System	Backup Material	2/1/2023

REVIEWERS:

Department Reviewer	Action	Date
		2/1/2023 - 9:51

Legal	Barfield, Becky	Approved	AM
Legal	Kern, Chris	Approved	2/1/2023 - 3:23 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:24 PM

RESOLUTION

2023

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Public Transportation Agency Safety Plan for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized and directed, respectively, to accept and adopt the said Plan, attached hereto and incorporated herein.

ADOPTED:

_____

CITY CLERK

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The Wave Transit System
Public Transportation Agency Safety Plan

Revision 1

Adopted December 13, 2022

In compliance with 49 CFR Part 673

Developed by the

Alabama Department of Transportation

in conjunction with

The University of Alabama at Huntsville

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1 EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity for FTA to assist transit agencies in moving towards a more holistic, performance-based approach in Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the National Safety Program including the National Public Transportation Safety Plan (NSP) that FTA published to provide guidance on managing safety risks and safety hazards. One component is the Transit Asset Management (TAM) Plan, which was developed and implemented across the industry in 2018. The Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA are the subject of this document.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. All levels of management, administration and operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Alabama and comply with FTA requirements, the Alabama Department of Transportation (ALDOT) has developed this Agency Safety Plan (ASP) in collaboration with the City of Mobile (the City) and The Wave Transit System (The Wave).

To ensure that the necessary processes are in place to both enhance safety at the local level and contribute to the goals of the NSP, the City and The Wave adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP). While safety has always been a primary function at The Wave, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

A Revision 1 Adoption – 673.11(a)(1)

13 DECEMBER 2022

Damon D. Dash, General Manager
(ACCOUNTABLE EXECUTIVE SIGNATURE)

Date

Since the Wave Transit System is an enterprise of the City of Mobile, the main governing body is the City of Mobile City Council. Original approval of this plan by the Mobile City Council occurred on July 15, 2020, and is documented in Resolution from the City Council Meeting found in Appendix B.

The Joint Safety Committee adopted Revision 1 on December 13, 2022. City Council approval of the 12/13/2022 revision is pending.

B Certification of Compliance – 673.13(a)(b)

ALDOT certifies on 07/20/2020 that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted by the Mobile Metropolitan Planning Organization (MPO) and will be implemented by the City and The Wave Transit System as evidenced under Section 1A of this plan.

2 TRANSIT AGENCY INFORMATION – 673.23(D)

The goal of The Wave is to provide adequate, safe and efficient transportation services to the general public, including those with special needs, at a low cost. This includes services for the disabled community, senior citizens, commuters, individuals with limited transportation and the general public. The Wave will seek to meet all needs of the transit community, recognizing financial and physical capacity constraints, and yet work within the guidelines of the FTA.

No additional transit service is provided by The Wave on behalf of another transit agency or entity at the time of the development of this plan.

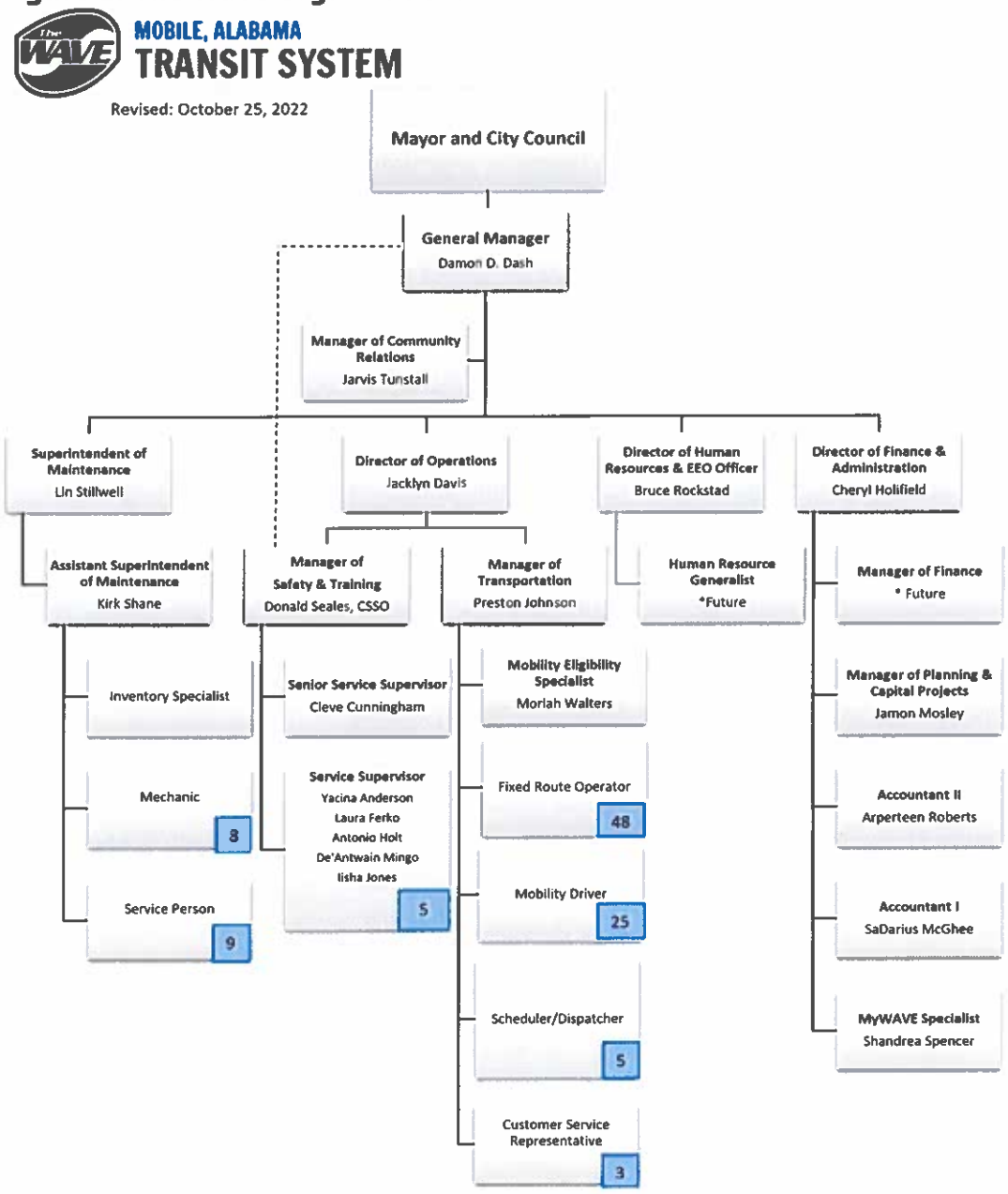
Table 1 contains agency information, while an organizational chart for The Wave is provided in Figure 1.

Table 1: Agency Information

Information Type	Information
Full Transit Agency Name	Transit Management of Mobile D/b/a The Wave Transit System
Transit Agency Address	1224 West I-65 Service Road South Mobile, AL 36609
Name and Title of Accountable Executive 673.23(d)(1)	Damon D. Dash, General Manager
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Donald Seales, Manager of Safety & Training
KEY STAFF	Jamon Mosley, Manager of Planning and Capital Projects
Mode(s) of Service Covered by This Plan 673.11(b)	Fixed Route, Paratransit, and Demand Response
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307 and 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	N/A
Number of Vehicles Operated	47 out of 59 in maximum service

The Wave Transit System

Figure 1: The Wave Organizational



A Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), The Wave is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP (in accordance with 49 U.S.C. 5329(d)), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in The Wave's SMS per 673.23(d)(1).

Agency leadership and executive management include members of our agency leadership or executive management, other than the Accountable Executive, Chief Safety Officer (CSO), or SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of The Wave's SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through the employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins.

In additional, over the next year, The Wave will be reviewing and modifying, if necessary, our current job descriptions to ensure the descriptions comply with 49 CFR Part 673.

3 SAFETY POLICIES AND PROCEDURES

A Policy Statement – 673.23(a)

The Wave recognizes that the management of safety is a core value of our business. The management team at The Wave will embrace the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

The Wave is committed to:

- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing Safety Performance Targets (SPT) that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

I Employee Safety Reporting Program – 673.23(b)

Frontline employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting System (ESRP) is a major tenet of the PTASP Rule. Agencies must establish and implement a process that allows employees to report safety conditions to senior management, protections for employees who report safety conditions to senior management, and a description of employee behaviors that may result in disciplinary action.

The Wave has a *Grievances and Grievance Procedures* (Appendix A, Table 8 shows the document name, file name, and date of adoption) that is specific to disputes between employees and the agency, but not specific to reporting safety conditions or general complaints. This policy requires that employees bring any information that warrants investigation to their immediate supervisor in writing within fifteen (15) days of the date of the grieved matter. The supervisor will then relay the information to the proper person for further evaluation. The matter must come to a resolution within five days.

With regards to customer complaints, The Wave has a *Complaints/Compliments Procedures* (Appendix A, Table 8 shows the document name, file name, and date of adoption) that allows customers to submit complaints/compliments directly to Customer Service Representatives during business hours, or through an online form outside of these hours.

Over the next year, The Wave will review and modify, if necessary, our employee reporting procedure to ensure that the procedure complies with 49 CFR Part 673.

In general, The Wave's ESRP will ensure that all employees are encouraged to report safety conditions to senior management or their direct supervisor for elevation to senior management. The policy will include any contract employees. The policy will also spell out what protections are afforded employees who report safety related conditions and will describe employee behaviors that are not covered by those protections. The policy will also develop a methodology for anonymously reporting safety related issues. In addition, the policy will elaborate on how safety conditions that are reported will be reported back to the originator – either to the individual or groups of individuals or the organization dependent on the nature of the condition – or, if necessary, agency wide.

To bolster the information received from frontline employees, The Wave will also review our current policy for how our agency receives information and safety related data from employees and customers. If necessary, The Wave will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator(s) – either to the person, groups of persons, or distribute agency wide to ensure that future reporting is encouraged.

II Communicating the Policy Throughout the Agency – 673.23(c)

The Wave is committed to ensuring the safety of our clientele, personnel and operations. Part of that commitment is developing an SMS and agencywide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agencywide safety culture is communicating our SMP throughout the agency.

The SMP and safety objectives will be at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the on-boarding material for all new employees. In addition, the policy statement will become part of our mandatory quarterly safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

B PTASP Development – 673.11(d)

This PTASP has been developed by ALDOT, on behalf of the City and The Wave in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. ALDOT mailed a formal call for participation in a State sponsored PTASP development process to all Alabama Section 5307 small bus transit agencies on **January 15, 2019** and followed that call with a series of phone calls and additional correspondence. The Wave provided a letter to ALDOT opting into participation on **January 29, 2019** and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the development of this plan. The Wave documentation used in the development of this plan is presented in Table 8, in Appendix A.

In support of tracking performance on our SA and SP processes, The Wave conducts a yearly safety culture survey. The survey is intended to help The Wave assess how well we communicate safety and safety performance information throughout our organization by gauging how safety is perceived and embraced by The Wave's administrators, supervisors, staff and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with The Wave to gain a better understanding of the agency. This understanding was necessary to ensure that the ASP was developed to fit The Wave's size, operational characteristics, and capabilities.

The draft ASP was delivered to The Wave in late January 2020 for review and comment. Once review was completed and any adjustments made, the final version was delivered to The Wave for review and adoption.

C PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of The Wave's ongoing commitment to fully implementing SMS and engaging our employees in developing a robust safety culture, The Wave will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through The Wave's annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes utilized to manage safety at The Wave. All changes will be noted (as discussed below) and the Accountable Executive will

sign and date the title page of this document and provide documentation of approval by the City and Mobile Metropolitan Planning Organization (MPO), whether by signature or by reference to resolution.

The annual ASP review will follow the update activities and schedule provided below in

Table 2. As processes are changed to fully implement SMS or new processes are developed, The Wave will track those changes for use in the annual review.

Table 2: ASP Annual Update Timeline

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations								
Review SMS Documentation *Safety Policy;* *Risk Management;* *Safety Assurance; and* *Safety Promotion.*								
Review Previous Targets and set or Continue Targets								
Report Targets to NTD, ALDOT, Mobile MPO								
Make any necessary adjustments to PTASP								
Update Version No., Adopt & Certify Plan Compliance								★

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This will be a permanent record of the changes to the ASP over time.

Table 3: ASP Record of Changes

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and as such, this PTASP is a working document. A clear record of changes and adjustments is kept for the benefit of safety plan performance management and to comply with Federal statutes.

D PTASP Maintenance – 673.11(a)(2); (c)

The Wave will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as The Wave continues to develop and refine our SMS implementation.

E PTASP Documentation and Recordkeeping – 673.31

At all times, The Wave will maintain documents that set forth our ASP, including those related to the implementation of The Wave's SMS, and results from SMS processes and activities. The Wave will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that the agency uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entity, or ALDOT. The Wave will maintain these documents for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

F Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires all public transportation providers that must develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the National Transit Database (NTD). The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (state of good repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the seven (7) are required to be reported by mode as shown in Table 4.

Table 4: NSP Safety Performance Measures

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Table 5 presents baseline numbers for each of the performance measures. The Wave collected the past five (5) years of reported data to develop the averages listed in the table.

Table 5: Baseline 2022 Safety Performance Measures

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0	0.00000%	0	0.000000%	0	0.000000%	22,995
Demand Response	0	0.00000%	0	0.000000%	0	0.000000%	32,066

**rate = total number for the year/total revenue vehicle miles traveled*

While safety has always been a major component of The Wave's operations, the adoption of this ASP will result in a number of changes across all aspects of the organization. The SPTs set in Table 6 and table7 reflect an acknowledgement that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We set our targets at the current NTD reported five-year average as we begin the process of fully implementing our SMS and developing our targeted safety improvements. This will ensure that we do no worse than our baseline performance over the last five years.

Table 6: Fixed Route (Bus) Safety Performance Targets

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0.00000%	0.00000%
Injuries	0	0
Rate of Injuries*	0.00000%	0.00000%
Safety Events	0	0
Rate of Safety Events*	0.00000%	0.00000%
Mean Distance Between Major Mechanical Failure	22,995	22,995

**rate = total number for the year/total revenue vehicle miles traveled*

Table 7: Demand Response Safety Performance Targets

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0.00000%	0.00000%
Injuries	0	0
Rate of Injuries*	0.00000%	0.00000%
Safety Events	0	0
Rate of Safety Events*	0.00000%	0.00000%
Mean Distance Between Major Mechanical Failure	32,066	32,066

**rate = total number for the year/total revenue vehicle miles traveled*

As part of the annual review of the ASP, The Wave will reevaluate our SPTs and determine if they need to be refined. As more data is collected as part of the SRM process discussed later in this plan, The Wave may begin developing safety performance indicators to help inform management on safety related investments.

G Safety Performance Target Coordination – 673.15(a)(b)

The Wave will make our SPTs available to ALDOT and the Mobile MPO to aid in their respective regional and long-range planning processes. To the maximum extent practicable, The Wave will coordinate with ALDOT and the MPO in the selection of State and MPO SPTs, as documented in the Interagency Memorandum of Understanding (MOU), to the maximum extent practicable.

Each year during the FTA Certifications and Assurances reporting process, The Wave will transmit any updates to our SPTs to both the Mobile MPO and ALDOT (unless those agencies specify another time in writing).

4 SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As noted previously, the FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the National Safety Program, National Public Transportation Safety Plan, and 49 CFR Part 673, The Wave is adopting SMS as the basis for directing and managing safety and risk at our agency. The Wave has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations in order to deliver improvements in safety and reduce risk to the lowest practical level in service delivery.

SMS is comprised of four basic components – SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

Figure 2: Safety Management Systems

Implementing SMS at The Wave will be a major undertaking over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. The Wave has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, The Wave will identify SMS roles and responsibilities, key stakeholder groups and key staff to provide support to this process. The Wave will also ensure that these key staff receive SMS training, develop a plan for implementing SMS, inform stakeholders about the ASP, and discuss our progress with the City Council and planning partners.

A Safety Risk Management – 673.25

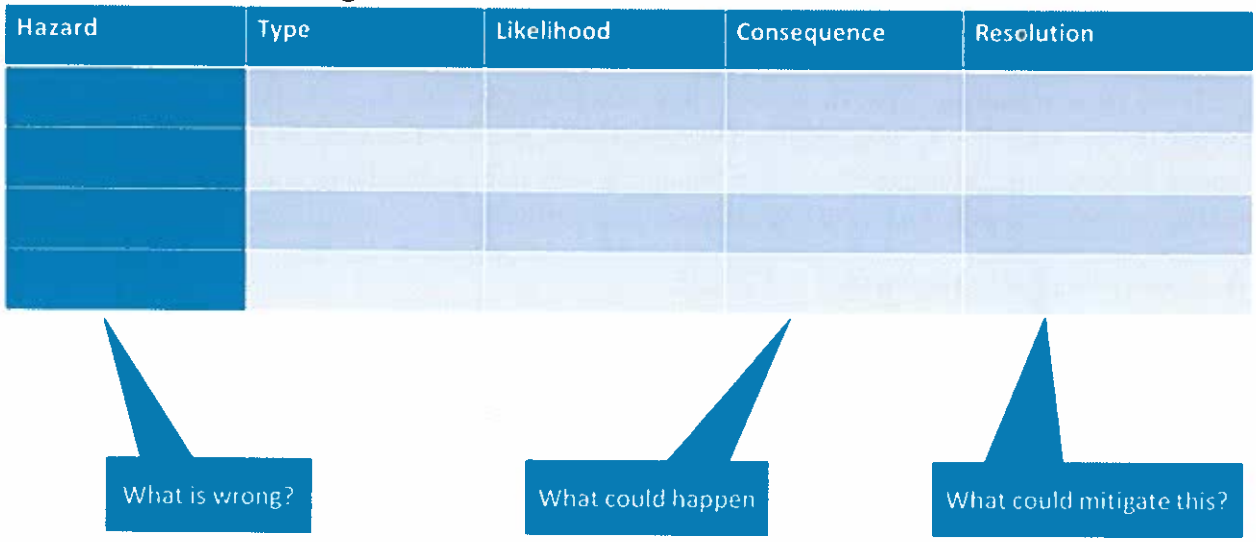
By adopting this ASP, The Wave is establishing the SRM process shown in Figure 3 for identifying hazards and analyzing, assessing and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement The Wave's SMS.

Figure 3: Safety Risk Management Process

The implementation of the SRM component of the SMS will be carried out over the course of the next year through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated, and revised as necessary, to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into the agency's SOPs.

The SRM is focused on implementing and improving actionable strategies that The Wave has undertaken to identify, assess and mitigate risk. The creation of a risk register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is shown in Figure 4.

Figure 4: Draft Risk Register



As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps The Wave is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

Safety Hazard Identification – 673.25(b)

The Wave has a *System and Security Emergency Preparedness Plan (SSEPP)* (Appendix A, Table 8 shows the document name, file name, and date of adoption) in place to help inform employees on how to identify safety and operational risks prior to, during, and after operations. This assessment is based on operator evaluation. Employees are required to report any possible safety and/or operating hazards to dispatch and their supervisor and await further instruction. This assessment protocol is provided in Section 5 (System Security), specifically Sub-Sections 5.7 – 5.11. To ensure compliance with 49 CFR Part 673, The Wave is working to implement the following SRM.

The Wave's SRM process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. In the SRM process, a Hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or, damage to the environment.

Hazard identification focuses on out of the norm conditions that need special attention or immediate action, new procedures or training to resolve a condition that is unacceptable and return conditions to an acceptable level. The Wave uses a variety of mechanisms for identifying and documenting hazards, namely:

- Through training and reporting procedures, The Wave ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.
- Employee hazard training coupled with the ESRP ensures that The Wave has full use of information from frontline employees for hazard identification.
- Upon receiving the hazard report, supervisors report the identified hazard to the Risk Manager for entry into the risk register for risk assessment, classification and possible mitigation.
- Standard reporting forms (e.g. *Pre- and Post-Trip Inspection Forms* to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operational and maintenance employees. The Wave *System Safety Program Plan* (Appendix A, Table 8 show the document name, file name, and date of adoption) contains procedures for flagging and reporting hazards as a part of day-to-day operations.
- Supervisors are responsible for documenting regular safety assessments, which include reporting and recommending methods to reduce identified hazards.
- The Wave uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and so that hazards are identified before an event recurrence.
- Incident reports are also analyzed by the risk management team to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent recurrence.
- If a hazard is such that an employee would be reluctant to report the information due to perceived negative consequences (e.g. disciplinary action), alternative, anonymous reporting mechanisms are available through and anonymous suggestion box or anonymous online reporting form, or other secure mechanisms.
- The Risk Manager, risk management personnel and subject matter experts are also encouraged to participate in available professional development activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification include:
    - ESRP
    - Inspections of personnel job performance, vehicles, facilities and other data
    - Investigations of safety events
    - Safety trend analysis on data currently collected
    - Training and evaluation records
    - Internal safety audits
    - External sources of hazard information could include:

- FTA and other federal or state authorities
- Reports from the public
- Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical or environmental) to assist the Risk Manager in identifying the optimal combination of departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training or supervisory hazards. Each of the subcategories imply different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation

II Safety Risk Assessment – 673.25(c)

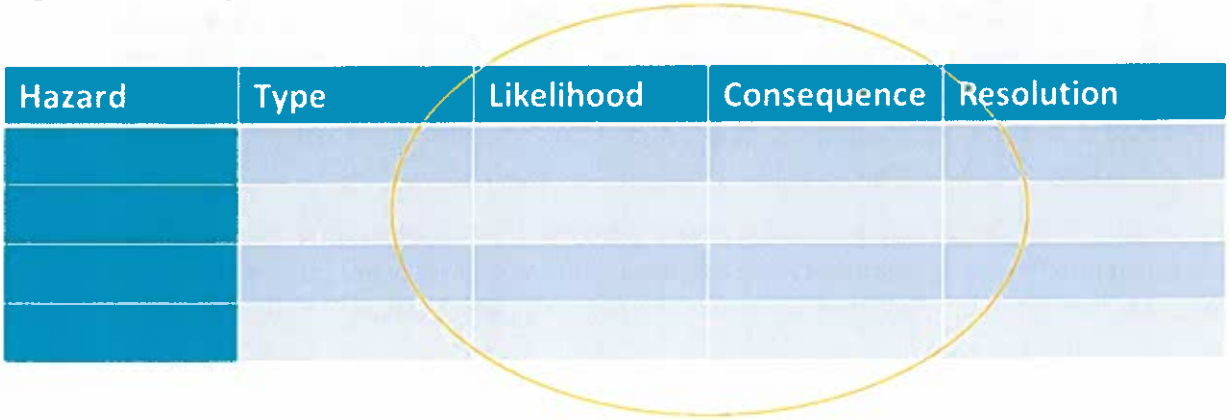
The Wave currently uses Assessment Forms to conduct both a *Capabilities Assessment* and a *Threat and Vulnerability Assessment*, with a similar framework for assessing risks and threats with reference to security for the transportation system. These assessment forms and procedures can be found in Sections 5.7-5.10 of the SSEPP and shows specific threats, the threat's likelihood, impact on transportation assets and system and provides a vulnerability index based on this assessment.

As part of the new SRM process, The Wave has established methods to assess the likelihood and severity of the consequences of identified hazards, and prioritize the hazards based on the safety risk. The process continues the use of the risk register to address the next two components.

To accurately assess a risk, The Wave may need to perform an investigation. The Wave currently investigates accidents or crashes but will need to develop a full investigation procedure to inform the SRM process. The investigation procedure can start with the Assessment Forms and framework found in the SSEPP and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources, including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also takes into account any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the third and fourth components of the Risk Register as shown in Figure 5.

Figure 5: Safety Risk Assessment Steps in Populating the Risk Register



The risk assessment is conducted by the CSO and their risk management team through the safety committee supplemented by subject matter experts from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one shown in Figure 6, that allows the safety team to visualize the assessed likelihood and severity to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

Figure 6: Safety Risk Assessment Matrix

RISK ASSESSMENT MATRIX				
SEVERITY / LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Although the current version of the matrix relies heavily on the examples and samples that are listed on the PTASP Technical Assistance Center website, lessons learned from the implementation process during the coming years will be used to customize the matrix that The Wave will use to address our unique operating realities and leadership guidance.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This determination means that management must take action to mitigate the situation. This is the point in the process when SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the Risk Manager enters the hazard assessment into the risk register that is used to document the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

III Safety Risk Mitigation – 673.25(d)

Upon completion of the risk assessment, the Risk Manager and the safety committee continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. In this step, the goal is to avoid or eliminate the hazard or, when elimination is not likely or feasible, reduce the assessed risk rating to an acceptable level (Figure 7). However, mitigations do not typically eliminate the risk entirely.

Figure 7: Risk Register Mitigation Component

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the Risk Manager, through the safety committee, works with subject matter experts from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous risk register entries and their documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g. roadway construction by an outside agency), information and input from external actors or experts may also be sought in order to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the risk register. Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the risk register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

B Safety Assurance – 673.27 (a)

Safety Assurance means processes within The Wave SMS that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure a) the implementation and effectiveness of safety risk mitigation, and b) The Wave meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting The Wave's critical safety objectives and contributing towards SPTs.

1 Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in The Wave SA program, The Wave collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. The Wave currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, The Wave will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES – 673.27 (B)(1)

The Wave monitors our system for personnel compliance with operations and maintenance procedures and also monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with The Wave SOPs through direct observation and review of information from internal reporting systems such as the ESRP.

The Wave addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions including revision of training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then

activities may include supplemental individualized training, coaching, and heightened management oversight, among other approaches.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

MONITORING OPERATIONS – 673.27(B)(2)

Department heads are required to monitor investigation reports of safety events and SRM resolution reports to monitor operations and to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The risk manager will work with the supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II Safety Event Investigation – 673.27(b)(3)

The Wave currently conducts investigations of safety events. From an SA perspective, the objective of the investigation is to identify causal factors of the event to identify actionable strategies that The Wave can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event.

The Wave's current investigation process (based on the SSEPP incident management guidelines) meets current local, state and federal procedural guidelines and requirements, but relies heavily on existing available supporting materials (e.g. driver and witness statements, supervisor reports, police reports, camera footage and electronic device recordings and records, photographs, analysis reports, etc.). Over the next year, The Wave will begin to develop additional investigative documentation focused on systemic causal factors to better inform the SRM process. The investigation procedure will start with the Assessment Forms and framework found in the SSEPP and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation documentation procedures as well as risk/hazard investigation procedures. These procedures will be used to investigate risks/hazards identified from multiple sources including *Employee Grievances.*

Hazards identified through the investigative process, including previous mitigation in place at the time of the safety event, will be submitted to the SRM process, analyzed, evaluated and, if appropriate, assigned for mitigation and resolution.

MONITORING INTERNAL SAFETY REPORTING PROGRAMS – 673.27(B)(4)

As a primary part of the internal safety reporting program, The Wave monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event, to the SRM process to be analyzed, evaluated and, if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, The Wave is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; other industry trends; or other indicators as appropriate.

C Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that The Wave will implement and how safety related information will be communicated.

1 Safety Competencies and Training – 673.29(a)

The Wave provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to each employee's position. In addition, regular driver safety meetings are held to ensure that safety related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, The Wave conducts the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and their safety related responsibilities.
- Assessment the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions (The Wave is not subject to the requirements under 49 CFR Part 672, but will review the training requirements to understand what training is being required of other larger agencies in the event they might be useful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.
- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.

- Develop a set of competencies and trainings required to meet the safety related activities for each general staff category.
- Include expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understand the safety related competencies and training needs and the safety related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

II Safety Communication – 673.29(b)

The Wave regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3AI) or other means.

The Wave reports any safety related information to the Technical Coordinating Committee / Citizen's Advisory Committee at the regular meetings of these committees and will begin including safety performance information. In addition, The Wave holds regularly scheduled meetings with drivers to ensure that any safety related information is passed along that would affect the execution of the driver's duties. The Wave also posts safety related and other pertinent information in a common room for all employees.

The Wave will begin systematically collecting, cataloging and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be reported, how and to whom, The Wave will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action they must take as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, The Wave will review our current communications strategies and determine if others are needed. As part of this effort, The Wave has conducted, and will continue to conduct, a safety culture survey to understand how safety is perceived in the workplace and what areas The Wave should be addressing to fully implement a safety culture at our agency.

5 APPENDIX A

Table 8: PTASP Supporting Documents

File Name	Revision Date	Document Name	Document Owner
2018 EEO Update-Final	May 2018	Equal Employment Opportunity Program Update	Wave Transit System
Employee Performance Code	April 2005	Employee Performance Code	Wave Transit System
Employee Personnel Manual	Oct. 2018	Employee Personnel Handbook	Wave Transit System
Best Management Practice Plan-HAZ	December 2021	Best Management Practices Plan	Wave Transit System
Key Performance Indicators-Maintenance	September 2022	Various different documents	Wave Transit System
Maintenance Plan Revised May 2019	December 2021	The Wave Transit System Maintenance Plan	Wave Transit System
SPCC Plan	May 2017	Spill Prevention Control and Countermeasure Plan	Wave Transit System
Maintenance	October 2021	Labor Agreement between The Wave Transit System and Amalgamated Transit Union - Local #770	Wave Transit System
Operations	October 2021	Labor Agreement between The Wave Transit System and Amalgamated Transit Union- Local #771	Wave Transit System
Key performance indicator, operations (folder)	May 2019	6 spreadsheets for March through May 2019	Wave Transit System
Communications - detours	June 2019	Wave Transit System Detour Procedures	Wave Transit System
Complaints	June 2019	Complaints/Compliments Procedure	Wave Transit System
Employee grievance procedures	June 2019	Grievances and Grievance Procedures	Wave Transit System
lost and found	June 2019	Lost and Found Policies and Procedures for The Wave Transit System	Wave Transit System
Service Standards-Operational Procedures	June 2019	The Wave Transit System Operational Procedures	Wave Transit System
The MOBILITY operating procedures	June 2019	The Mobility Operating Procedures - description of operating procedures and policies for complementary ADA paratransit service (MAP)	Wave Transit System

The Wave Transit System

File Name	Revision Date	Document Name	Document Owner
Wave Route Guides	May 2022	Folder of route maps and schedules	Wave Transit System
2018 Procurement Manual-REV 1-FINAL	November 2021	Policies & Procedures Procurement Manual	Wave Transit System
2022-25-10 - ORGANIZATION CHART- UPDATE	October 2022	Organization Chart for The Wave Transit System	Wave Transit System
Agency Description, Location and Governing Authority	2018	Section A - Recipient Profile	Wave Transit System and FTA
City of Mobile FY 2018 Triennial Review Draft Report	September 2018	Federal Transit Administration FY 2018 Triennial Review - Draft Report	Wave Transit System and FTA
Long Range Transportation Plan	July 2022	Mobile Area Transportation Study (MATS) Metropolitan Planning Organization (MPO) Amendment to the Destination 2040 Long Range Transportation Plan as it pertains to the I-10 Mobile River Bridge	South Alabama Regional Planning Commission (SARPC)
MOBILE Wave Transit TDP Final Report	September 2014	Transit Development Plan Mobile Wave Transit	Wave Transit System and SARPC
Short Term Transit Plan	November 2020	Proposed Funding Sources Fiscal Year 2020	Wave Transit System
Transit Asset Management Plan (2018)	September 2022	Transit Asset Management Plan	Wave Transit System
FY accident-incident totals (folder)	2022	Folder containing 3 collision/incident reports	Wave Transit System
Instructor Manuals (Folder)	2009	Transportation Safety Institute - Vehicle Operations Instructor Guide - Bus Operator Training Program	Federal Transit Administration
2018 Hurricane Plan-REV 09-2018	June 2022	2018 Hurricane Manual	Wave Transit System
2019 WTS Cyber Security Policy	July 2021	Information Technology Cyber Security Policy	Wave Transit System
D&A Policy Revised - 04-20-2015	May 2021	Drug and Alcohol Policy	Wave Transit System
Emergency Action Plan	September 2007	Emergency Action Plan	Wave Transit System
Road Training Guidelines	January 2009	Instructor's Guide to Road Training Guidelines	U. S. Department of Transportation Safety Institute

File Name	Revision Date	Document Name	Document Owner
Safety Program	November 2022	System Safety Program Plan	Wave Transit System
Wave Transit System SSEP	June 2015	System and Security Emergency Preparedness Plan	Wave Transit System
Routes	June 2019	Route # and Name	Wave Transit System

A Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: means specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and SPTs.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their

performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B Additional Acronyms Used

ALDOT Alabama Department of Transportation

ASP Agency Safety Plan

ESRP Employee Safety Reporting Program

FAST Act Fixing America's Surface Transportation Act

MAP-21 Moving Ahead for Progress in the 21st Century

MOU Memorandum of Understanding

MPO Metropolitan Planning Organization

NTD National Transit Database

SSEPP System and Security Emergency Preparedness Plan

SOP Standard Operating Procedure

The Wave The Wave Transit System

The City or City City of Mobile, Alabama

6 APPENDIX B

A City Council Minutes or Resolution

60-519 **RESOLUTION**

2020

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Public Transportation Agency Safety Plan for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized and directed, respectively, to accept and adopt the said Plan, attached hereto and incorporated herein.

ADOPTED: JUL 14 2020

CITY CLERK

7 APPENDIX C

A A City Council Minutes or Resolution

Reserved for pending resolution

AGENDA ITEM SUMMARY SHEET

Agenda of:2/7/2023

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 of Claims arising out of the claim of Geico Insurance Company as subrogee of their insured Tujuanna Haynes

Amount of Contract:
n/a

Effective Date of Contract:
2/14/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Haynes

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 - Haynes	Resolution Letter	1/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/30/2023 - 12:38 PM
			1/30/2023 -

Legal	Kern, Chris	Approved	12:49 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:24 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 and directed 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 Geico Insurance Company as Subrogee of their insured Tujuanna Haynes, 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

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