



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, November 5, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Bobby Morton, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

October 29, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Leo Ferreira for a waiver of the Noise Ordinance at Cathedral Square on

November 9, 2024, from 2:00 p.m. - 6:00 p.m. (District 2).

Request of Erin Mansour for a waiver of the Noise Ordinance at 172 S. Georgia Avenue on November 9, 2024, from 4:00 p.m. - 8:00 p.m. (District 2).

Request of Haley Harrison for a waiver of the Noise Ordinance at 54 N. Reed Avenue on November 15, 2024, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Christina Boyd for a waiver of the Noise Ordinance at Mardi Gras Park on November 23, 2024, from 4:30 p.m. - 7:30 p.m. (District 2).

Request of Leo Ferreira for a waiver of the Noise Ordinance at Cathedral Square on December 21, 2024, from 2:00 p.m. - 6:00 p.m. (District 2).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Nina Dortch - Invite Council to the 2nd Annual Name that Tune for Opportunities Days school tour.

Sabrina Mass - Abuse of power and addressing comments about threatening the Council.

Apostle Valenia Green - Abuse and neglect towards the poor, disabled, & homeless and Ordinances 41-054, 55-055, and 57-056.

Reverend Shawn Littles - Homeless issue and Ordinances 41-054, 55-055, and 57-056.

Reverend Ray Bourn - Abuse and neglect of the homeless and Ordinances 41-054, 55-055, and 57-056.

11. ORDINANCES HELD OVER

41-054 Ordinance to Amend Section 41.5, "Loitering in Parks or Playgrounds", of the Code of the City of Mobile, Alabama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

55-055 Ordinance to Amend Article V, "Panhandling", of the Code of the City of Mobile, Alabama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

57-056 Ordinance to amend Section 57.73, "Obstructions on Sidewalks", of the Code of the City of Mobile, Alabama (sponsored by Mayor Stimpson) (submitted by Ricardo

Woods, City Attorney).

12. CIP RESOLUTIONS HELD OVER

01-1031 Authorize Agreement with Forrest Daniell & Associates, P.C. for Fire Station #19 design; \$187,439.40 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

13. RESOLUTIONS HELD OVER

01-1032 Authorize Agreement with Hughes 360 Services, LLC to provide storm drainage ditch cleaning services; Elaine Dr., Forest Glen Dr., and Anderson Dr.; \$225,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-1033 Authorize Agreement with Hughes 360 Services, LLC for storm drainage ditch cleaning services on Wilkins Road; \$250,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-1034 Authorize Construction Services Agreement with White-Spunner Construction, LLC; \$100,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-1035 Approve purchase order to Quick Buildings, LLC for portable building for Pinehill Recycling Center; \$78,804.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1036 Approve purchase order to SHI International Corp. for iPad Pro tablets for Build Mobile; \$21,476.08 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1037 Approve purchase order to SHI International Corp. for renewal of Adobe Enterprise software for MIT; \$68,502.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1038 Approve purchase order to University of South Alabama for fall semester tuition EMT and Paramedic classes for MFRD; \$92,890.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1039 Authorize contract with Goram Air Conditioning, Inc. for HVAC maintenance and repairs at various City facilities; NTE \$300,000.00 (sponsored by Mayor Stimpson)

(submitted by Cassie Boatwright, REAM Dept. and Cliff Thomas, Facilities Maintenance).

21-1040 Authorize contract with Osprey Initiative, LLC for citywide stormwater litter collection and analysis services; \$500,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

47-1042 Consider assenting to the vacation of an alley adjacent to property located at 1001-1003 Oak Street (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

47-1043 Consider a vacation fee as a condition of the vacation of an alley adjacent to 1001-1003 Oak Street; \$1,739.31 (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

50-1044 Determine whether the Downtown Mobile Business Improvement District should be continued, modified, or terminated (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-1045 Concur in the re-appointment of Judge Carvine Adams and Charles Story and the appointment of Beth Hanks to the Mobile County Board of Human Resources (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

58-1046 Assess costs for removal of weeds, Weed Lien Group 1659.

60-1047 Approve award of special bonus to the Municipal Archives Employee of the Month; Major (sponsored by Mayor Stimpson) (submitted by Shaun Wilson, Municipal Archives Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-1048 Approve item-award bid for diesel fuel (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1049 Approve item-award bid for unleaded and no-ethanol gasoline fuels (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1050 Approve purchase order to OSINT Software Provider for subscription renewal of Open-Source Intelligence software for MPD; \$69,300.00 (sponsored by

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

08-1051 Approve purchase order to Sunbelt Fire, Inc. for breathing apparatuses; \$62,304.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1052 Approve purchase order to Traliant Holdings, Inc. for annual subscription for Employee Standards of Conduct Online Training services; \$25,520.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1053 Approve purchase order to Tyler Technologies, Inc. for implementation and subscription of permitting and licensing software for MIT; \$17,387.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1054 Approve purchase order to Wilkins Miller, LLC for FY2024 pension fund audit services; \$16,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1055 Authorize contract with Protec Video, LLC for deployment and management of technology, training, and consulting services for Gulf Coast Technology Center; NTE \$625,000.00 (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

21-1056 Authorize contract with South Alabama Regional Planning Commission for Parks & Recreation Dept. (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec Dept.).

21-1057 Authorize contract with Hughes 360 Services, LLC for storm drainage ditch cleaning services near Langan Park; \$450,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1058 Authorize contract with Hughes 360 Services, LLC to provide storm drainage ditch cleaning from Dauphin Street to Audubon Place; \$230,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-1061 Authorize agreement with Lucidea Technologies Corp. for museum collection management software for Museum of Art; \$26,790.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

16. CALL FOR PUBLIC HEARINGS

41-1059 Call for public hearing to consider rezoning property located at 2660 Old

Shell Road from R-1 and B-2 to B-2 (scheduled for December 10, 2024) (District 1).

41-1060 Call for public hearing to consider rezoning property located at 674 Western Drive from B-1 to B-3 (scheduled for December 10, 2024) (District 1).

17. ANNOUNCEMENTS



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: Leo Ferreira

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 337-356-4400

Organization (if applicable) Mobile Arts Expo

Mailing Address of Applicant 12C North Jackson, St., Mobile, AL 36602

Telephone No. 337-356-4400 E-mail address mobileartexpo@gmail.com

Location or address of event where amplification will be used:

Cathedral Square 300 Conti St., Mobile, AL 36602

Date of Event: 11/9/24 Starting Time: 2:00pm Ending Time 6:00pm

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

Type of Event: Art Market

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

CITY CLERK'S OFFICE

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

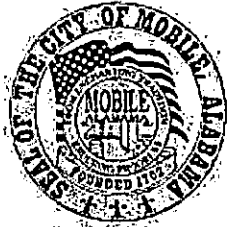
(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

MOBILE, AL
TH, OCT 31, AM 9:42 RCVD

2024 OCT 29 PM 2:46

2024 OCT 29 PM 2:46



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise In Residential Areas Restricted [2/18/15]:

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Name of Applicant: Haley Harrison

PLEASE PRINT ALL INFORMATION

Home Phone Number: 6789780080 Cell Number:

Organization (if applicable) N/A

Mailing Address of Applicant: 54 N Reed Ave

Telephone No. E-mail address haleyeschlotman92@gmail.com

Location or address of event where amplification will be used:
N Reed Ave

Date of Event: 11/15/24 Starting Time: 6:00 Ending Time: 10:00

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

Type of Event: Street Party

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

2014 OCT 28 PM 2:05
OFFICE OF THE CITY CLERK

JD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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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: Christina Boyd

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-442-4047 Cell Number: 251-442-4047

Organization (if applicable) _____

Mailing Address of Applicant 7043 Doppel Lane Mobile, AL 36695

Telephone No. 251-442-4047 E-mail address liveinthenew@yahoo.com

Location or address of event where amplification will be used:

Mardi Gras Park 104-148 S Royal St, Mobile, AL 36602

Date of Event: 11/23/24 Starting Time: 4:30pm Ending Time 7:30pm

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

Type of Event: A Christ based event for youth.

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

Music containing obscene language or profanity is prohibited

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

2024 OCT 28 PM 2:07

2024 OCT 28 PM 2:07

D2



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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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: Leo Ferreira

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 337-356-4400

Organization (if applicable) Mobile Arts Expo

Mailing Address of Applicant 12C North Jackson, St., Mobile, AL 36602

Telephone No. 337-356-4400 E-mail address mobileartexpo@gmail.com

Location or address of event where amplification will be used:

Cathedral Square 300 Conti St., Mobile, AL 36602

Date of Event: 12/21/24 Starting Time: 2:00pm Ending Time 6:00pm

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

Type of Event: Art Market

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

CITY CLERK'S OFFICE

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

TH, OCT 31, AM9:42 RCVD



CityofMobile.org: Addressing City Council Submission

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

Date Tue 10/29/2024 2:49 PM

To City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Sabrina Mass

Date To Address Council: 2024-11-05

Address: 1050 Belvedere circle west

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Abuse of power and addressing issue of saying on official record city council was threatened..learn the definition of the word THREATENED, AS A CITIZEN I CAN SAY SEATS IN 2025 WILL BE REPLACED..THAT IS MY FREEDOM OF SPEECH RIGHT CONSTITUTION. SO PUTTING ON RECORD THAT I A CITIZEN THREATENED IS A LIE I DID NOT THREATEN ANYONE WITH BODILY HARM..EDUCATE YOURSELVES..THESE ARE OFFICIAL PUBLIC RECORDS AT THESE CITY MEETINGS WITH LAW ENFORCEMENT PRESENT AND CITIZEN WITNESSES..I STAND ON MY COMMENT..

Pertain To City Business: Tax payer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2024-10-29 14:49:39

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



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 City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. 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: Apostle Valenia Green Date: 10.29.24
Address: 603 Delaware Street
Phone: (251) 322-8540 Email: valenmagreen@gmail.com
Date to Address City Council: 11.5.24

Subject and/or specific questions (must complete)

Abuse & neglect towards the poor, disabled & homeless. I also will be speaking on ordinance: 41-054, 55-055 & 57-056

CITY CLERK'S OFFICE

How does this pertain to city business (must complete):

This affects our citizens and our communities

TH, OCT 31, AM 9:43 RCVD

Signature: _____



ADDRESSING THE CITY COUNCIL

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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: Rev. Shawn Little Date: 11.5.24

Address: 603 Delaware St.

Phone: 251-300-0455 Email: Shawn@ecmalone.com

Date to Address City Council: 11.5.24

Subject and/or specific questions (must complete):

Speak on homeless issue and ordinance:
41-054, 55-055, 57-056

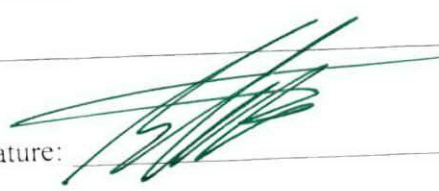
CITY CLERK'S OFFICE

MOBILE, AL

How does this pertain to city business (must complete):

It affects our unhoused citizens

TH, OCT 31, AM 9:43 RCVD

Signature: 



ADDRESSING THE CITY COUNCIL

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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: Rev. Ray Jimmy Bourn Date: 10.29.24

Address: 603 Delaware St.

Phone: (251) 222-4126 Email: _____

Date to Address City Council: 11.5.24

Subject and/or specific questions (must complete):

Speaking on the abuse & neglect with the
Homeless on ordinance: 41-054, 55-055
c 57-054

How does this pertain to city business (must complete):

How it affects our unhoused citizens

CITY CLERK'S OFFICE

MOBILE, AL

TH, OCT 31, AM 8:42 RCVD

Signature: _____

AN ORDINANCE TO AMEND SECTION 41.5 OF THE CODE OF THE CITY OF MOBILE
ALABAMA, 1965

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (City), by and through its City Council, has heretofore adopted Section 41.5, of The Code of the City of Mobile, Alabama, 1965;

WHEREAS, the City wishes to amend the forementioned Code Section in order to implement and incorporate relevant changes made to state laws and to improve the clarity of said Code Section; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

Section 1: Section 41.5 of the Mobile City Code, 1965, is hereby amended and restated to read as follows:

Sec. 41-5. Loitering in parks or playgrounds

- (1) All city parks close at dark, except for boat ramps located in city parks or otherwise posted or during City sponsored or co-sponsored events.
- (2) It shall be unlawful for persons to remain in the city parks or playgrounds of the city after dark or the posted hours of operation.
- (3) **Penalties.**
 - (a) A violation of this article may be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a term not to exceed six (6) months, or by both as determined by the municipal court.
 - (b) In lieu of, or in addition to the penalty provided in this section, a person in violation of this article may be required to perform community service work as prescribed by the court.

Miscellaneous provisions:

Repealer. All ordinances and laws, or parts thereof, that are in conflict with the provisions of this Ordinance, are hereby repealed.

Severability. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

Publication. That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

City Clerk

AN ORDINANCE TO AMEND ARTICLE V OF THE CODE OF THE CITY OF MOBILE
ALABAMA, 1965

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (City), by and through its City Council, has heretofore adopted Article V, of The Code of the City of Mobile, Alabama, 1965;

WHEREAS, the City wishes to amend the forementioned Code Section in order to implement and incorporate relevant changes made to state laws and to improve the clarity of said Code Section; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

Section 1: Article V of the Mobile City Code, 1965, is hereby amended and restated to read as follows:

ARTICLE V. – AGGRESSIVE SOLICITATION

Sec. 55-101. - Definitions.

- (1) Solicitation means any solicitation in which a person requests an immediate donation of money, food, cigarettes or other thing of value from another person, and includes but is not limited to seeking donations where the person being solicited receives either nothing or an item of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation.
- (2) Aggressive solicitations means:
 - a. Solicitation while intentionally, knowingly recklessly touching the solicited person without the solicited person's consent;
 - b. Approaching or following the person being solicited in a manner that is intended or is likely to cause a reasonable person to be intimidated into responding affirmatively to the solicitation;
 - c. Solicitation while the solicited person while a patron of an outside cafe;
 - d. Intentionally, knowingly or recklessly obstructing the safe or free passage of the person being solicited or requiring the person to take evasive action to avoid physical contact with the person making the solicitation;

- e. Following behind, ahead or alongside a person who walks away from and/or has clearly communicated a request to stop the solicitation;
- f. Using profane, intimidating or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication during the solicitation which would cause a reasonable person to be fearful or feel compelled comply affirmatively;
- g. Solicitation in a group of two (2) or more adults;
- h. Solicitation when either the solicitation or the person being solicited is located at any of the following locations:
 - i. at a bus stop;
 - ii. in any public transportation vehicle or public transportation facility;
 - iii. in a vehicle which is stopped on a public street or alley, so not to create a hazard and/or disrupt or impede the regular flow of traffic;
 - iv. or within twenty (20) feet in any direction from an automatic teller machine or entrance to a bank or check-cashing business;
- i. Solicitation while under the influence of alcohol or a controlled substance.

(Ord. No. 55-027-2010, § 1-102, 9-21-10)

Sec. 55-102. - Prohibited acts.

(1) It shall be unlawful for any person to engage in Solicitation:

- a. On private property located within the city:
 - i. If the Solicitor refuses to leave the private property when requested by the owner, tenant or lawful occupant of the property; or
 - ii. b. If the owner, tenant, or lawful occupant has asked the person not to solicit on the property or has posted a sign clearly indicating that solicitations are not welcome on the property.

(2) It shall be unlawful to engage in aggressive solicitation.

(Ord. No. 55-027-2010, § 1-103, 9-21-10)

Sec. 55-103. - Exceptions.

Solicitations made in connection with fundraising events held by or on behalf of charitable organizations for which a special event permit has been obtained shall not be deemed solicitation and shall not be unlawful under section 55-102.

(Ord. No. 55-027-2010, § 1-104, 9-21-10)

Sec. 55-104. - Penalties.

- (1) A violation of this article may be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a term not to exceed six (6) months, or by both as determined by the municipal court.
- (2) In lieu of, or in addition to the penalty provided in this section, a person in violation of this article may be required to perform community service work as prescribed by the court.

(Ord. No. 55-027-2010, § 1-105, 9-21-10)

Sec. 55-105. - Construction and severability.

- (1) Severability is intended throughout and within the provisions of the article. If any section, sentence, clause, or phrase of this article is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this article.
- (2) This article is not intended to proscribe any demand for payment for services rendered or goods delivered.
- (3) This article is not intended to create a result through enforcement that is absurd, impossible or unreasonable. The article should be held inapplicable in any such cases where its application would be unconstitutional under the Constitution of the State of Alabama or the Constitution of the United States of America.

Miscellaneous provisions:

Repealer. All ordinances and laws, or parts thereof, that are in conflict with the provisions of this Ordinance, are hereby repealed.

Severability. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

Publication. That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

City Clerk

AN ORDINANCE TO AMEND SECTION 57.73 OF THE CODE OF THE CITY OF MOBILE
ALABAMA, 1965

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (City), by and through its City Council, has heretofore adopted Section 57.73, of The Code of the City of Mobile, Alabama, 1965;

WHEREAS, the City wishes to amend the forementioned Code Section in order to implement and incorporate relevant changes made to state laws and to improve the clarity of said Code Section; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

Section 1: Section 57.73 of the Mobile City Code, 1965, is hereby amended and restated to read as follows:

Sec. 57-73. Obstructions on sidewalks - Generally

- (1) No person who walks, stands, sits, lies, or places an object in such a manner as to intentionally block passage by another person or require another person to take evasive action to avoid physical contact, or who, after being ordered to move by law enforcement officers, remains in or on any public sidewalk in such a manner as to block or impair the movement of pedestrians.
- (2) This ordinance does not apply to any object authorized by the City of Mobile.

(3) Penalties

- (a) A violation of this article may be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a term not to exceed six (6) months, or by both as determined by the municipal court.
- (b) In lieu of, or in addition to the penalty provided in this section, a person in violation of this article may be required to perform community service work as prescribed by the court.

(Code 1965, § 55-10)

Cross reference— Obstructing free passage of streets, § 49-1.

Miscellaneous provisions:

Repealer. All ordinances and laws, or parts thereof, that are in conflict with the provisions of this Ordinance, are hereby repealed.

Severability. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

Publication. That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP MFRD Fire Station No. 19 – New Station

CAPITAL PROJECT #: C0915 (20002000-42200)

CONTRACT AMOUNT: \$187,439.40 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-032-24

PROJECT DESCRIPTION: To provide Professional Architectural and Engineering Design Services and Construction Administration for the new Mobile Fire-Rescue Department Fire Station No.19.

VENDOR NAME: Forrest Daniell & Associates, P.C.

VENDOR NUMBER: 299174

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: Emma Dean – Office Assistant II Date: 10/16/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember 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, an Agreement, 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: Forrest Daniell & Associates, P.C.

Project Name: CIP MFRD Fire Station No. 19 – New Station

Project Number: FD-032-24

Amount: \$187,439.40

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

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Please Select by circling one (Type):

<u>Architectural</u>	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: Emma Dean – Office Assistant II Date: 10/16/2024



10.08.2024

Dear Council Members:

Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled “Fire Station #19 (McCosker) - New Station” in the amount of \$187,439.40.

The existing Mobile Fire Station No. 19 (built-1957) has exceeded its usable lifespan and has an extensive backlog of mechanical issues that need to be addressed. The 66-year-old building no longer serves the needs of the Mobile Fire-Rescue Department, and so, this project is to design a new Fire Station No. 19.

We look forward to continued communication on this important project. Please call me at (251) 208-7637 or email me at david.cordingly@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Cordingly, David

CIP Project Manager
Architectural Engineering
(251) 208-7637

Information on this project is follows:

Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
(In words, indicate day, month and year.)

in the 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
Contact: David M. Cordingly

and the Architect:
(Name, legal status, address and other information)

FORREST DANIELL & ASSOCIATES, P.C.
8007 American Way
Daphne, Alabama 36526
Contact: Jeff Jordan

City of Mobile Business License No.: 51072
City of Mobile Vendor No.: 299174
Secretary of State Registration No.: 000-231-624

for the following Project:
(Name, location and detailed description)

MFRD FIRE STATION NO. 19 – NEW STATION
1301 Azalea Road
Mobile, Alabama 36693

City of Mobile Project No.: FD-032-24
Scope: To provide Professional Architectural and Engineering Design Services and
Construction Administration for the new Mobile Fire-Rescue Department Fire Station No.
19.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1112687689)

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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., Article 2 – Architect's Responsibilities, and in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024.

(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 in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024, respectively.

§ 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 new MFRD Fire Station No. 19 will be 4-bay station approximately 12,000 gross square feet in size and will replace the existing Fire Station No. 19 (built 1957) located at 1275 Azalea Road, Mobile, AL. The new station will help maintain the MFRD's high quality of service and their current ISO Class 1 Rating to promote safety for the people of the City of Mobile. The station will include staff offices, bunkrooms, toilets and showers, kitchen, day room, workout room, laundry rooms, radio room, tool room, storage rooms, and four engine bays to accommodate various large firefighting apparatus.

§ 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 new MFRD Fire Station No. 19 is Three Million, Two Hundred Forty-Nine Thousand, Eight Hundred, and 00/100 (3,249,800.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 4 weeks
Design Development (60%) – 4 weeks
Construction Documents (90%) – 5 weeks
Final Bid Documents (100%) – 2 weeks

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed
Anticipate construction commencement date: May 1, 2025

.3 Substantial Completion date or dates:

Within Twelve (12) months from the Notice to Proceed.
(Paragraph deleted)
Anticipate substantial completion date: May 1, 2026

§ 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 and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-182

§ 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.)

To Be Determined

Init.

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User Notes:

(1112687689)

§ 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 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite H
Mobile, Alabama 36609

.2 Construction Material Testing:

To Be Determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To Be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jeff Jordan, Vice-President
Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
jjordan@fdaniell.com
(251) 625-6490

§ 1.1.11 The Architect shall retain the Consultants identified in Sections 1.1.11.1 and as described in the Architect's Fee Proposal, Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineering:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36757
Phone: (251) 649-4011

.2 Structural Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

.3 Mechanical, Electrical, and Plumbing Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

(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.

§ 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.

5. Professional Liability Insurance:

.1 Projects \$0-\$1,000,000, \$1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, 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 and E of the City of Mobile Insurance Requirements attached hereto, 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.

§ 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 applicable, in Architect's determination, 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 shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, 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.

§ 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.

§ 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.

§ 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 assess 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	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	Owner, Architect to the extent described herein
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	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	Owner, Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 26 (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.

§ 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.

§ 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.

§ 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.

§ 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 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.

§ 8.1.2 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, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's 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 to the extent such defense is 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.

§ 8.1.3 Standard of Performance:

Init.

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User Notes:

(1112687689)

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.

(Paragraphs deleted)

§ 8.1.4 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 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

Init.

.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 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)

A. Basic Services:	\$ 180,439.40
B. Geotechnical Testing: (not to exceed)	\$ 5,000.00
C. Printing Reimbursable Expenses: (not to exceed)	\$ 2,000.00
D. Total Contract Amount: (not to exceed)	\$ 187,439.40
- .2 Percentage Basis
(Insert percentage value)

N/A
- .3 Other
(Describe the method of compensation)

N/A

§ 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.)

N/A; All services designated in Section 4.1.1 as by Architect are included in Basic Services

§ 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.)

See Section 11.2 and 11.3

§ 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	ten	percent (10 %)
Design Development Phase	fifteen	percent (15 %)
Construction Documents Phase	fifty	percent (50 %)

Init.

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User Notes:

(1112687689)

Bidding & Negotiation	five	percent (5 %)
Construction Administration	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.)*

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Printing and Shipping Fees

.2

(Paragraphs deleted)

Geotechnical Testing

§ 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.

(Paragraphs deleted)

§ 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. Exhibit A – Proposal for Architectural Services, dated August 30, 2024
 - b. Consultant's Alabama Secretary of State Entity Documentation
 - c. Consultant's E-Verify Documentation
 - d. Consultant's Subcontracting Plan for Disadvantaged Business Enterprises
 - e. Consultant's Certificate of Insurance with Endorsements
- .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 ENGAGING 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.

ARTICLE 18

§ 18.1 For the purposes of articles 8.1.6, 8.1.5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract-Consultant:

Forrest Daniell & Associates, P.C.

OWNER (Signature)

ARCHITECT (Signature)

William S. Stimpson, Mayor

(Printed name and title)

Jeff Jordan, 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 Jeffrey Arnold Jordan as vice president of Forrest Daniell & Associates, P.C. 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 7 day of October, 2024.

Helena Lah Sloan
NOTARY PUBLIC
My Commission Expires: 03-05-2028

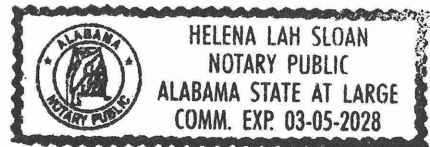


EXHIBIT A



Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

August 30, 2024

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
Ph: 251-208-7637
Email: david.cordingly@cityofmobile.org

Re: Professional Services Proposal for new 4 truck bay MFRD Fire Station No. 19

We appreciate the opportunity to submit the following proposal to provide architectural and engineering services for a new MFRD Fire Station No. 19 for the City of Mobile. A preliminary diagrammatic plan for the fire station has been provided by FD&A. The preliminary layout of the building has resulted in the following design square footages. A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on final decisions and outcomes reached regarding programming and design:

Heated and cooled area:	4,612 sf	\$400 psf	\$1,844,800
Engine Bay:	5,025 sf	\$200 psf	\$1,005,000
Total Building (128.5'x75'):	9,637 sf		\$2,849,800
Sitework:			\$ 400,000
Total:			\$3,249,800

Note: The areas above are based on the preliminary layout; areas may be adjusted slightly larger while adding gross building features. Fees will not change based on these increases. Our proposed fee for Basic Services based on the scope outlined above, and inclusion of the 15 percent required DBE participation, includes (Site/Civil, Structural, Architectural, Mechanical, Electrical and Plumbing) and therefore will be based on $\$3,249,800 \times 5.5\% = \$180,439.40$. The A/E Fee will be billed as follows:

Schematic Design	10%	\$18,043.94
Design Development	15%	\$27,065.91
Construction Documents	50%	\$90,219.70
Bidding & Negotiation	5%	\$ 9,021.97
Construction Administration	20%	\$36,087.88

AE Basic Services Total \$180,439.40

Project Scope: The project will include a new 4 engine bay fire station, with associated support space plus dorm type living space. The construction type will be Type IIB, sprinklered. The building will utilize a concrete slab on grade foundation, with a metal building structure. The exterior wall sheathing will be brick veneer with ties back to metal wall panels. The roof will be standing seam metal by the metal building supplier.

Forrest Daniell & Associates, P.C. shall provide the following basic service(s):

1. Preliminary Design
2. Design Development
3. Construction Documents
4. Permit Approval
5. Bidding and Negotiation (with preapproval of bidding contractors if the client sees fit)
6. Construction Administration

We offer these services, and the services of our consultants based on the following fee schedule:

- | | |
|-------------------------------|----------------------------------|
| • Architectural and Interiors | Forrest Daniell & Associates, PC |
| • Civil Engineering | Driven Engineering, Inc. |
| • Structural Engineering | Gulf States Engineering, Inc. |
| • MEP Engineering | Gulf States Engineering, Inc. |

Basic Services	\$180,439.40
• Site/Civil Design	
• ADEM Permit and CBMPP Plan	
• BMP Inspections	
• As-built Civil Plans	
• Geotechnical Engineering	
• Landscaping per COM ordinances	
• Structural Engineering for Foundation and Metal Building Specification	
• Architecture and Interior Design	
• Electrical Engineering including Fire Alarm	
• Site Lighting per COM ordinances	
• Mechanical and Plumbing Engineering including Fire Protection	
• Bidding and Construction Administration	

Geotechnical testing is an included service to be added to the basic fees as a reimbursable expense (Estimate):	\$ 5,000
---	----------

Printing and Shipping Fees are included to be added to the basic fees as a Reimbursable expense:	\$ 2,000
--	----------

Additional Services:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant.

- Survey
- Permit or Plan Review Fees
- Environmental Phase I and Phase II
- Construction Staking
- Building Commissioning
- Construction Testing
- Special Inspections

Hourly Rates:

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule will apply during the duration of this project.

Principal:	\$110/ hour
Senior Architect:	\$ 90 / hour
CADD Technical:	\$ 75 / hour
Interiors Personell:	\$ 75 / hour
Lead Consulting Engineers:	\$110 / hour

Supplemental and/or reimbursable expenses:

The following are project related expenses that accrue during the course of the design and construction phases of the project:

- Permit or Plan Review Fees
- 3d Rendering Services
- Additional Site Visits per person Per Hourly Rate, 26 site visits included in basic fees

Design and construction schedule:

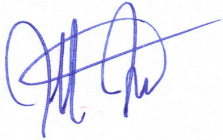
FD&A is capable of beginning work on this project immediately. The following is a generic schedule for the work:

Schematic Design	4 weeks (dependent on feedback from user)
Design Development	4 weeks
Construction Documents	5 weeks
Preapproval of Bidding Contractors, if required	2 weeks
Advertisement - Bidding and Negotiation	3 weeks
Construction Administration	12 Months (depends on construction duration; 12 months is expected)

We appreciate the opportunity to submit for this work, and greatly look forward to a working relationship with the City of Mobile and the local Fire Department.

Please review at your convenience and feel free to call with any comments you may have.

Sincerely,



Jeff Jordan
Forrest Daniell & Associates, P.C.



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: Archinque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company
FORM 1: Background and Plan

Company	Forrest Daniell & Associates, P.C.
Address	8007 American Way Daphne, AL 36526
Telephone	(251) 625-6490
E-Mail	jjordan@fdaniell.com

RFP/RFQ Solicitation Number	FD-032-24
Project Description	New Fire Station No. 19
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 1 Minority 1 Non-minority 4 Vets 0
Total #of Employees	5

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Jordan
Signature:  Date: 9/30/24
Title: Vice-President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jeff Jordan Title: Vice-President
E-mail: Phone: jjordan@fdaniell.com 251-422-5833



Subcontracting and Major Supplier Plan

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 # FD-032-24 Your Bid/Proposal Amount \$ 180,439.40

Date: 9 / 30 / 24

Description	New Fire Station No. 19

Name of Bidder/Proposer: Forrest Daniell & Associates, P.C.

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Forrest Daniell & Associates, P.C.

Contact Person: Jeff Jordan

Phone (251) 625-6490

Email jjordan@fdaniell.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	X	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		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. _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

DBE Compliance

DBE UTILIZATION REPORT

CONTRACTOR: Forrest Daniell & Associates, PC		Certified DBE:		YES	NO X	Contract Start Date: TO BE DETERMINED
DESCRIPTION: New Facility and Associated Site Work for Fire Station #19		Estimated Completion Date: TO BE DETERMINED				
This report is for the month of:		JAN	APR	JULY	OCT	FINAL _____
(CHECK ONE):		FEB	MAY	AUG	NOV	
		MARCH	JUNE	SEPT	DEC	
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$ 180,439.40	\$ 0	\$ 180,439.40	\$	0		
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)	
Driven Engineering, Inc.	Civil/Site Work Design	\$ 40,200 (22.28% of total)	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
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: Jeff Jordan, Architect



SIGNATURE: _____ Vice President

9 / 30 / 24
(Date)

(Title)



Forrest Daniell & Associates, P.C.	
Entity ID Number	000-231-624
Entity Type	Domestic Professional Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/22/2003
Registered Agent Name	DANIELL, DAVID FORREST
Registered Office Street Address	8510 GAYLA CT MOBILE, AL 36695
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURE PRACTICE
Capital Authorized	\$5,000
Capital Paid In	---
Incorporators	
Incorporator Name	DANIELL, DAVID FORREST
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/22/2003 Certificate of Formation 5 pgs.

[Browse Results](#)[New Search](#)



Company ID Number: 2471448

Approved by:

Employer Forrest Daniell & Associates, PC	
Name (Please Type or Print) David F Daniell	Title
Signature Electronically Signed	Date 06/19/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/19/2024



Company ID Number: 2471448

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Forrest Daniell & Associates, PC
Company Facility Address	8007 American Way Daphne, AL 36526
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	200309784
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name David F Daniell
Phone Number 2514228139
Fax
Email forrest@fdaniell.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

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 Higginbotham Insurance Agency, Inc. P.O. Box 160927 2514734600 AL 36606	CONTACT NAME: Jackie Van Devender PHONE (A/C, No, Ext): 2514734600 E-MAIL ADDRESS: jvandevender@higginbotham.net FAX (A/C, No): 251-450-0032														
License#: 2081754 FORRDAN-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B: Kinsale Insurance Company</td><td>38920</td></tr><tr><td>INSURER C: Alabama Retail Comp</td><td>0</td></tr><tr><td>INSURER D: Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Kinsale Insurance Company	38920	INSURER C: Alabama Retail Comp	0	INSURER D: Safety National Casualty Corporation	15105	INSURER E:		INSURER F:	
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INSURER C: Alabama Retail Comp	0														
INSURER D: Safety National Casualty Corporation	15105														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1693695385**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	4024546685	3/11/2024	3/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	4024546685	3/11/2024	3/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	4024546959	3/11/2024	3/11/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	Y N / A	4010768 PRE4004287	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Professional Liability			0100311319-0	7/2/2024	7/2/2025	Each 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)

Coverage for Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19 - New Station; Project# FD-032-24

City of Mobile is included as additional insured with 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 cancellation, non-renewal or material change shall apply (except 10 days for non-payment).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Hughes 360 Services LLC to clean storm drainage ditches at Elaine Drive, Forest Glen Drive, and Anderson Drive

Amount of Contract:

\$225,000.00

Funding Source

General fund. 1004.2086F.42070

ATTACHMENTS:

1. Agenda Package 2024-2086-202ElaineForestGlenAnderson Ditches

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 29 October 2024
Date

Item No. _____

Submitted by: Public Services
Department

Dexter Johnson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Storm Drainage Ditch Cleaning

PURPOSE & SCOPE OF PROJECT:

Contract with Hughes 360 Services LLC to clean storm drainage ditches at Elaine Drive, Forest Glen Drive, and Anderson Drive in approximate amount \$225,000.00.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: Approx \$225,000.00

FUNDING SOURCE:

Budget Item: 10042086F 42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 2024-2086-202

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

How many bidders submitted bids (if applicable): 1

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

Bid was not responsive. City negotiated terms IAW AL Code 39-2-6(b).

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Hughes 360 Services, LLC, to provide storm drainage ditch cleaning services on Elaine Drive, Forest Glen Drive, and Anderson Drive, in an amount of approximately \$225,000.00, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



**STORM DRAINAGE DITCH
CLEANING (ELAINE DR., FOREST
GLEN DR. E. & ANDERSON DR.)**

PROJECT No. 2024-2086-202

BID DATE – SEPTEMBER 18, 2024

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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, SEPTEMBER 18, 2024 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2024-2086-202
Project: STORM DRAINAGE DITCH CLEANING (ELAINE DR.,
FOREST GLEN DR. E. & ANDERSON DR.)
Project Description: Mowing, removing vegetation, and cleaning sediment out of all
types of storm drainage ditches

Plans and contract documents may be inspected and obtained from Dexter Johnson, City of Mobile **Public Works** offices at 770 Gayle Street, Mobile, Alabama 36604 **upon appointment only. Call 251-208-2722 to schedule an appointment.** A payment of Twenty-Five dollars (\$25.00) is required. 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.

A Mandatory Pre-Bid Conference will be held at the Public Works offices at 1900 Hurtel Street, Mobile, Alabama, second floor meeting room on September 11, 2024 at 9:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference and must attend the entire meeting. 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 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 September 16, 2024.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless **all** papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess one of the following license classifications 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.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

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 **STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)**, City of Mobile Project No. **2024-2086-202**, in the City of Mobile, Alabama".

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. Each bidder must investigate each site in order to satisfy themselves on the amount and types of work to be done.** All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. The following items must be submitted in the bid package:

- The entire contract document
- Completed Proposal sheet(s)
- Bid Bond/Check
- A City of Mobile Subcontracting & Major Supplier Plan (5 pages)
- Completed Accounting of Sales Tax Form
- Completed Affidavit of Vendor/Contractor E-Verify Form
- Contractor's Insurance Certificate
- All issued Addendums

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the

advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)**, City of Mobile Project No. **2024-2086-202**, 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 one of the following license classifications per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

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 City of Mobile Deputy Director of Public Services Maintenance and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City will not 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 City'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 PS REPRESENTATIVE 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 PS REPRESENTATIVE 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 PS REPRESENTATIVE, discontinue prosecution of the work, the Contractor shall give the PS REPRESENTATIVE 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 PS Representative. 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 PS Representative 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 PS Representative 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.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 10-1-2024

The undersigned, as Bidder, hereby declares that he has examined the site(s) 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 OF MOBILE, as well as the premises.

Project Name: STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)

Project No: 2024-2086-202

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

The Bidder further agrees to construct the improvements in **75** 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.

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 Dexter Johnson, City of Mobile Public Services, 770 Gayle Street, Mobile, Alabama 36604. In order to receive consideration, the request must be received before 12:00 p.m. on September 16, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

LOCATION 1

Ditch Location Description & Scope: 3712 Elaine Drive: This ditch begins at the southeast corner of 3712 Elaine Drive. It runs approximately 340 ft northeasterly. Maintenance will stop at the point where the ditch turns east.

Number of working days to complete Location 1 15

See ATTACHMENT A for Location Map

LUMP SUM PRICE FOR LOCATION 1:\$ 9,999.00

LOCATION 2

Ditch Location Description & Scope: Forest Glen Drive East to East of Anderson Drive: This location includes a series of ditches. The ditch on the western side of the area begins just south of the intersection of Tulane Drive with Applewood Court. It runs southeasterly approximately 1,250 ft where it intersects multiple additional ditches. These ditches begin near Forest Glen Drive East, 1112 Forest Dell Road, and Stevens Lane. On the eastern side of the project location, there are three ditches that run southerly from 4305 Benson Drive and 1106 Carre Drive West toward Three Mile Creek.

Number of working days to complete Location 2 60

See ATTACHMENT A for Location Map

LUMP SUM PRICE FOR LOCATION 2:\$ 215,000.00

Total Bid

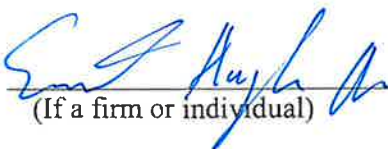
Lump Sum Price for Location 1: \$ 9,999.00

Lump Sum Price for Location 2: \$ 215,000.00

Total (Sum of All Location Lump Sum Amounts Listed Above) \$ 224,999.00

Total Written in words: Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars & 0 Cents

Total Number of working days to complete Contract 75

Signature of Bidder 
(If a firm or individual)

Address of Bidder 203 N. Florida St., Mobile AL 36607

By Hughes 360 Services, LLC

Signature of Bidder _____
(If a Corporation)

By _____	Business Address _____
President	

Print	Business Address _____

Secretary	

Print	Business Address _____

Treasurer	

Print	

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: _____
Secretary

GC License # 59861
000-395-591
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Hughes 360 Services LLC

(Name of Contractor)

203 N Florida St, Mobile, AL 36607

(Address)

as Principal, and Atlantic Specialty Insurance Company

(Name of Surety)

605 Highway 169 North, Suite 800, Plymouth, MN 55441

(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 Oblige, 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 made, 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 **STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)**, City of **Mobile Project No. 2024-2086-202**,

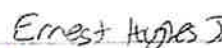
The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Oblige 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



(Date) September 13, 2024

Hughes 360 Services LLC

 (Contracting

Witness as to Principal By



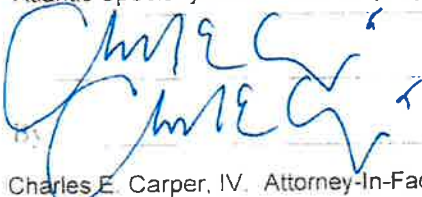
(SEAL)

Atlantic Specialty Insurance Company

(Name of Surety)

COUNTERSIGNED

Alabama Resident Agent



Charles E. Carper, IV, Attorney-In-Fact



BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

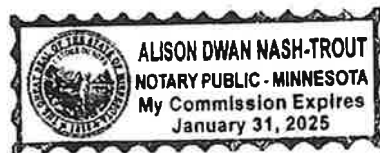
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of September, 2024



This Power of Attorney expires
January 31, 2025

Kara L.B. Barrow, Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Hughes 360 Services LLC
as Principal and Atlantic Specialty Insurance 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 Two Hundred Twenty Four Thousand Nine Hundred Ninety Nine & 00/100 Dollars (\$224,999.00) 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 Oblige, dated _____, 20____ (hereinafter called the Contract) for Storm Drainage Ditch Cleaning Elaine Drive et al; Project No. 2024-2086-202 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 10th day of October 2024.

In the presence of:

Monica Hughes
Monica Hughes

Individual Principals sign here

Ernest Hughes Jr. (SEAL)
Ernest Hughes Jr. (Print)
Ernest Hughes Jr. (SEAL)
Ernest Hughes Sr. (Print)

(SEAL)

(Print)



Hughes 360 Services LLC
(Corporate Name)

BY: Ernest Hughes Jr.
(Signature)

Ernest Hughes Jr.
(Print)

ITS: Owner
(Title)

ATTEST:
Ernest Hughes Sr.
(Signature)
Ernest Hughes Sr. (Print)
ITS: owner

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: [Signature]
(Signature)

Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Hannah Hughes
(Signature)
Hannah Hughes (Print)
ITS: _____

Corporate Seal



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A. Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

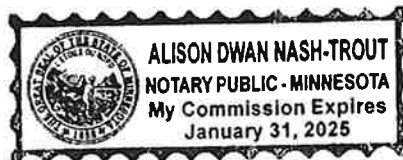
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Hughes 360 Services LLC

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Atlantic Specialty Insurance Company; 605 Highway 169 North, Suite 800, Plymouth, MN 55441

(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 Two Hundred Twenty Four Thousand, Nine Hundred Ninety Nine & 00/100s

dollars (\$ 224,999.00),

for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____,

20, entered into a Contract with the Owner for Storm Drainage Ditch Cleaning; Elaine Drive et al; Project No. 2024-2086-202 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 10th day of October
2021.

In the presence of:

Monica Hughes
Monica Hughes

Individual Principals sign here

Ernest Hughes Jr. (SEAL)
Ernest Hughes Jr. (Print)
____ (SEAL)
____ (Print)
____ (SEAL)
____ (Print)



Hughes 360 Services LLC
(Corporate Name)

BY: Ernest Hughes Jr.
(Signature)
Ernest Hughes Jr.
(Print)

ITS: Owner
(Title)

ATTEST:

(Signature)

(Print)
ITS: _____
(Title)

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: Charles E. Carper, IV
(Signature)
Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Hannah Hughes
(Signature)
Hannah Hughes
(Print)

ITS: _____
(Title)

Corporate Seal



Power of Attorney

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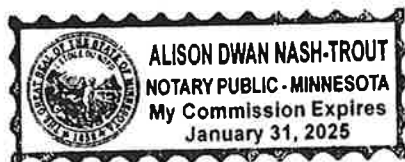
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

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 PS Representative, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the PS Representative. 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 of Mobile 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 of Mobile, 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 Bidder documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with the invoice at final completion.
 5. It is the intent to construct the within described work as shown in Attachment A and 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, shall be included in the Lump Sum prices in the Bid Proposal.
 9. The City of Mobile reserves the right to add, reduce, or delete any location(s) in this contract. Additional locations of work 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. Omit
 12. 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 authorized PS Representative. The Superintendent shall have full authority to execute orders or directions of the PS Representative 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.

13. 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.
14. The quantities shown on the proposal and location maps are approximate and for bidding purposes only. The Contractor will be paid Lump Sum for each location completed.
15. 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 of Mobile unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project and included in the Lump Sum Bid Price.

16. 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 location lump sum prices (no direct payment).
17. Contractor is responsible for the implementation and maintenance of any traffic control. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 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. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary to the project. The contractor shall restore all existing traffic mechanisms to original condition.
18. All equipment shall be in good mechanical working order. If not, the PS Representative can require removal from the project.
19. 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 the project (no direct payment).

20. 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 a subsidiary obligation of the project. All construction entrances to the site(s) 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 City 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.
21. 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.
22. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.
23. 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 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.

24. All salvageable material from the project shall be stored on the project at locations designated by the PS Representative. 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.
25. 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 a subsidiary obligation of the project and shall be in accordance with Section 306.03 of the Standard Specifications.

26. Omit
27. **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 City of Mobile may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
28. 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.
29. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
30. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
31. 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 shall retain one set. Prints and/or tapes shall be delivered to the City within one week after they are made.
32. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the PS Representative shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
33. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the City that this has been accomplished. Notifying property owners is considered incidental to the project.
34. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
35. Any damage to private property shall be repaired at the Contractor's expense.
36. 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.

37. 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 City 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.
38. 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.
39. 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 assessed 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 PS Representative, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
40. Workmen shall wear reflectorized vests, shirts or jackets.
41. At the completion of the contract requirements, the contractor will prepare an invoice. The invoice shall be sent to the Deputy Director of Public Services Maintenance for approval and payment. The Contractor shall be required to submit a City of Mobile DBE Utilization Report and final closeout documents with the invoice. A list of closeout documents is located in Attachment D.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Hughes 360 Services, LLC, party of the second part.

WHEREAS, this project was advertised for open bidding under Alabama Code, Title 39, with only one bid received, which bid was deemed non-responsive for failure to comply with bid requirements (with more than minor irregularities); and

WHEREAS, pursuant to Alabama Code 39-2-6(b), the City has negotiated an informal bid with the party of the second part to enter into this contract under the terms of its initial bid except for the total bid amount being one dollar less; now therefore

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: STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)

Project No: 2024-2086-202

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

City of Mobile Project Number **2024-2086-202**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 224,999.00) 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" or "COM" 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.

DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(6) Whenever the words "CITY OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants.

PUBLIC SERVICES REPRESENTATIVE:

(7) Whenever the words "PUBLIC SERVICES REPRESENTATIVE" or "PS REPRESENTATIVE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants and inspectors.

AUTHORITY OF THE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(8) The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY OF MOBILE 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 OF MOBILE 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 OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE.

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 PUBLIC SERVICES REPRESENTATIVE at any time prior to the completion of the work and its acceptance by the CITY OF MOBILE.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PUBLIC SERVICES REPRESENTATIVE to be incompetent or disorderly, he shall be immediately discharged upon the request of the PUBLIC SERVICES REPRESENTATIVE.

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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE. 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 PS REPRESENTATIVE, 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, to ensue, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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.

INVOICE:

(23) Upon the final completion of the work, according to the terms of these Articles of Agreement, the PS Representative shall inspect all work and materials not previously accepted. Upon approval by the PS Representative, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall pay or cause to be paid to the Contractor the invoice, under the terms of these Articles of Agreement.

Prior to payment of the INVOICE, the Contractor shall furnish, to the PS Representative, 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 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.
- The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
- The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

Upon successful completion of these documents, payment of the INVOICE shall be made to the Contractor.

E-VERIFY:

(24) 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:

(25) The source of funds for payment by City under this contract is the City's General Fund. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(26) 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:

(27) 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:

(28) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(29) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

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.

STATE OF ALABAMA }

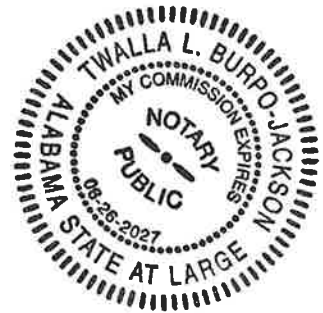
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Ernest Hughes, Jr., whose name is signed to the foregoing instrument in the capacity of owner of Hughes 360 Services, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 11th day of October, 20 24.

Twalla L. Burpo Jackson

NOTARY PUBLIC My Commission Expires: June 26, 2027



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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, City of Mobile or their agents.
- b. In the event that additional construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the CITY OF MOBILE shall be reimbursed by the contractor for such additional effort at the CITY OF MOBILE'S prevailing hourly rates.

CITY OF MOBILE 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.

2. **ITEM 108.01 SUBLETTING AND ASSIGNMENT (a); PARAGRAPH 1 LIMITATIONS SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE reserves the right, with approval from the CITY, 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 CITY. Furthermore; the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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:**

No partial payment shall be made.

4. 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 lump sum 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.

ITEM XI
PROJECT SCOPE

1. DITCH CLEANING:

All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. in order to restore the flow line and to achieve positive flow within the ditch. See the included typical sections for examples. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable and/or as directed. Disposal of sediment may include redistributing of soil within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the PS Representative shall be notified for inspection.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line. If pipe blockages or beaver dams are found in ditches, the PS Representative is to be notified. CITY OF MOBILE will clear any blocked pipes.

2. TRASH:

All trash and litter (except tires) within five (5) feet of the top of the ditch bank shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. **Staging location shall be coordinated with the PS Representative.** Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible by a truck and trailer. The CITY OF MOBILE Public Services Trash Division shall be contacted by the Contractor for removal of the pile.

3. VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) feet of the top of the ditch bank that is inside the easement (see Typical Profiles on following pages). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches, or any other disturbed area, leave exposed soil, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. The Contractor shall water the seed/sod as necessary. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.

4. FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after cleaning.
2. The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
 - a. Provide documentation, with the invoice, showing the amount and location of litter removed in that pay period
 - b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify that work was conducted to restore water flow line, and to verify all visible trash was removed. If requested by the Contractor, the CITY OF MOBILE will have a PS Representative available daily to verify the contractor's work. This may be done to eliminate additional work required by the contractor after a ditch's water level lowers.

5. ACCESS:

The CITY OF MOBILE shall provide access to each ditch from at least one end, not always both. While workers are present, the Contractor is allowed to remove fences within the City's easement to enter ditch areas. Fences must be replaced when workers are not present. Removal and replacement of any fence shall be coordinated by the Contractor with the adjacent property owner and with the City. The contractor shall document with photos the existing condition of each fence to be removed. Damage to any fence removed shall be the responsibility of the Contractor, with no cost to the City. The cost of new fence or fence replacement shall be included in the Lump Sum cost of the project.

6. ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

7. SAFETY:

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. Contractor shall designate a person at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Some examples of safety measures that shall be included are:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property. The contractor shall be liable for any and all damage to passing vehicles, property, or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to causing an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.). Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties. The CITY OF MOBILE has the authority to stop any contract operations deemed to be hazardous by the PS Representative. At that time, operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill. Appropriate actions shall be taken in the event of a spill. Contractor shall notify CITY OF MOBILE in the event of a spill. If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator. Failure to comply with safety requirements may result in contract termination. Contractor shall notify the City of Mobile of any safety incidents on the project.

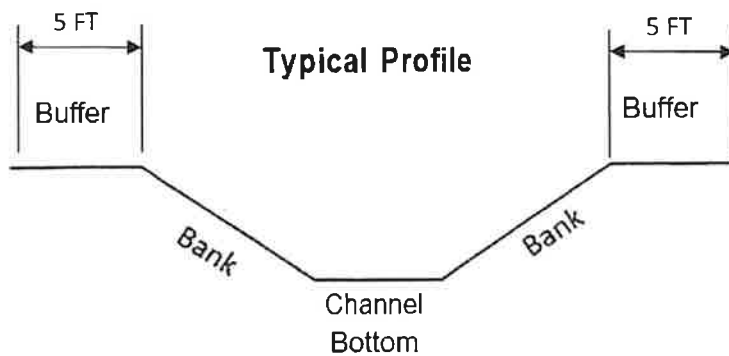
8. PAYMENT:

1. Payment for all work shall occur at project completion, as determined by the PS Representative.
2. Once the Contractor has completed all work listed in the contract, he shall notify the Public Services Representative at a telephone number to be provided at Award of the contract. At that time, a Public Services Representative will inspect the completed work. Once the Public Services Representative has approved all work, the City will pay the Contractor.
3. The penalty for exceeding the project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor. If rain delays cause the allowed timeline to be exceeded, the Contractor shall submit weather records and a schedule summary at project closeout. The schedule summary shall explain any variances in the completion timeline.
4. The Total Lump Sum Price provided by the Contractor in the Proposal is the total maximum amount that will be allowed for this contract.

9. PERFORMANCE:

If the Contractor is unable to fulfill the requirements of this contract, in full or in part, the entire contract may be terminated.

Trapezoidal Ditch Maintenance Standards



Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Examples of Typical Existing Conditions

Note. The below examples do not represent all conditions.

Field inspections are required to assess all maintenance required on ditch.



Buffer Area Encroachments



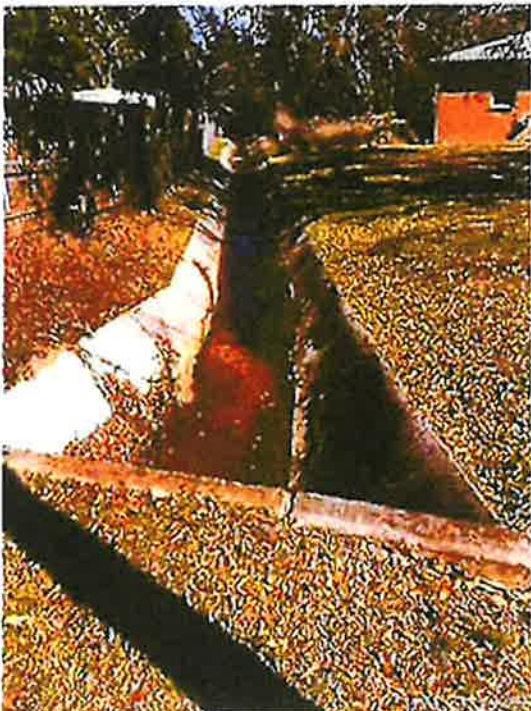
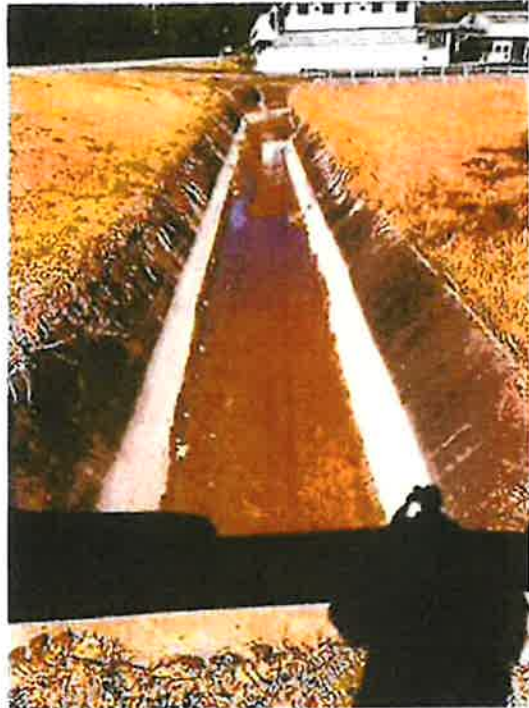
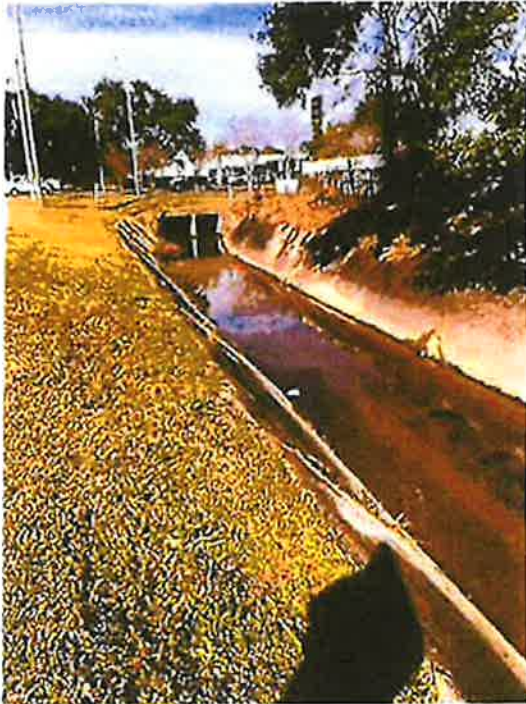
Slope and Bank Obstructions



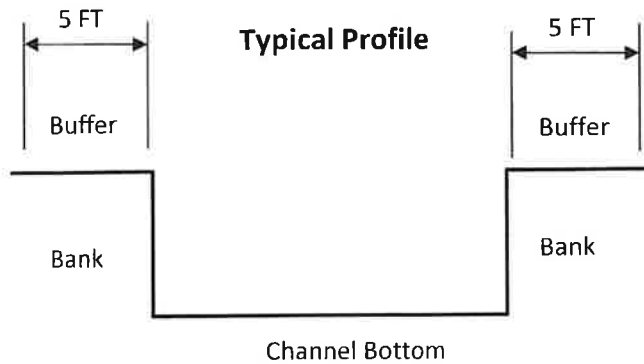
Trapezoidal Concrete Ditch Maintenance Standards

(Continued)

Expected Condition After Maintenance



Concrete Rectangular Ditch Maintenance Standards



Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.

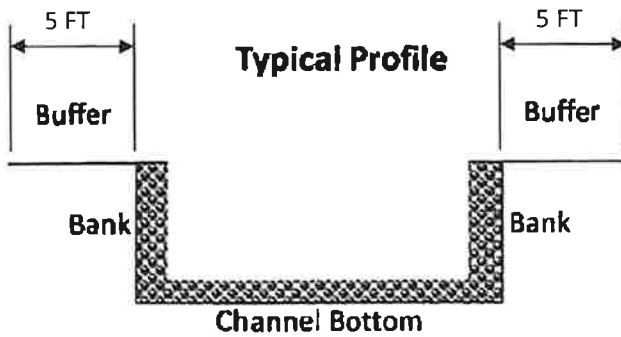


BEFORE



AFTER

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Examples of Typical Conditions Before Maintenance

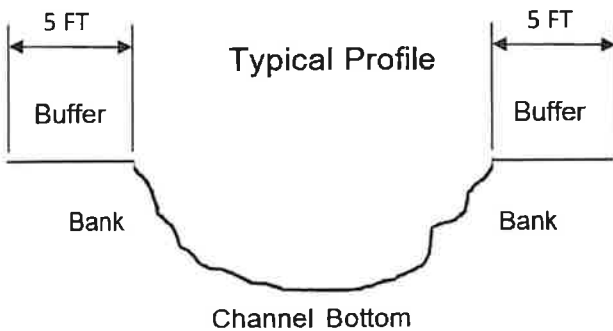
Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.



Gabion Ditch Expected Condition After Maintenance Examples:



Earthen Ditch Maintenance Standards



Note: This profile represents a typical earthen ditch. Depth, slope and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

*Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.*



BEFORE



AFTER

Earthen Ditch Examples (continued)

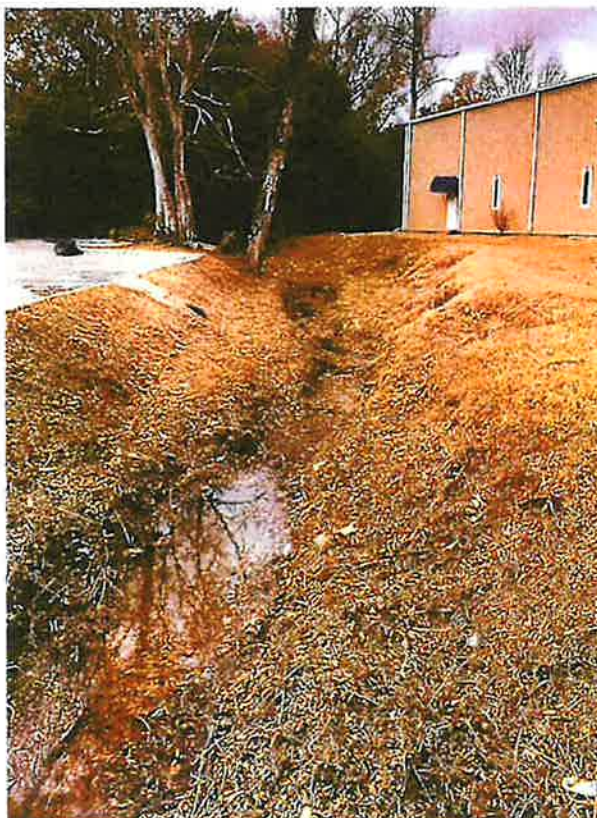
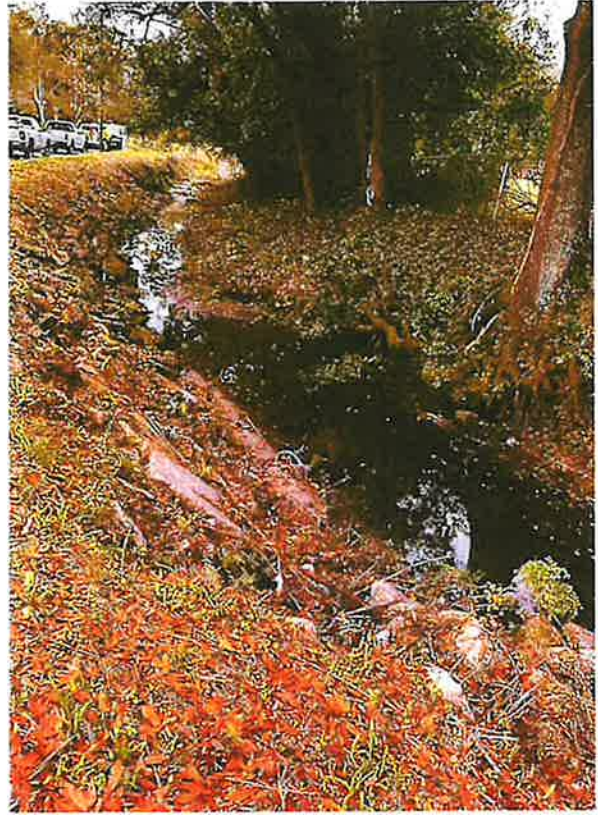


BEFORE

AFTER



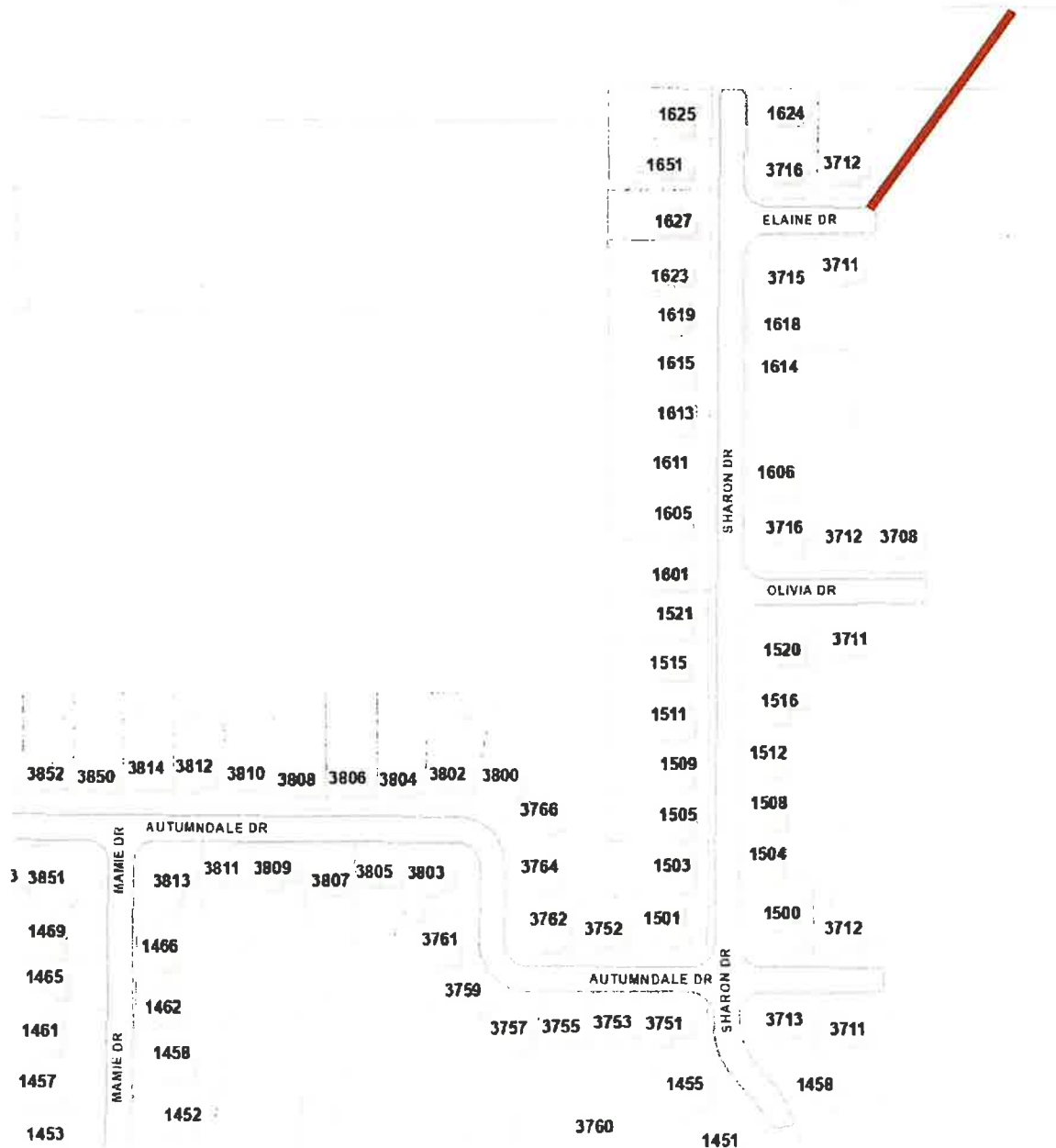
Earthen Ditch Expected Condition After Maintenance Examples:



ATTACHMENT “A”
LOCATION MAPS & SCOPE

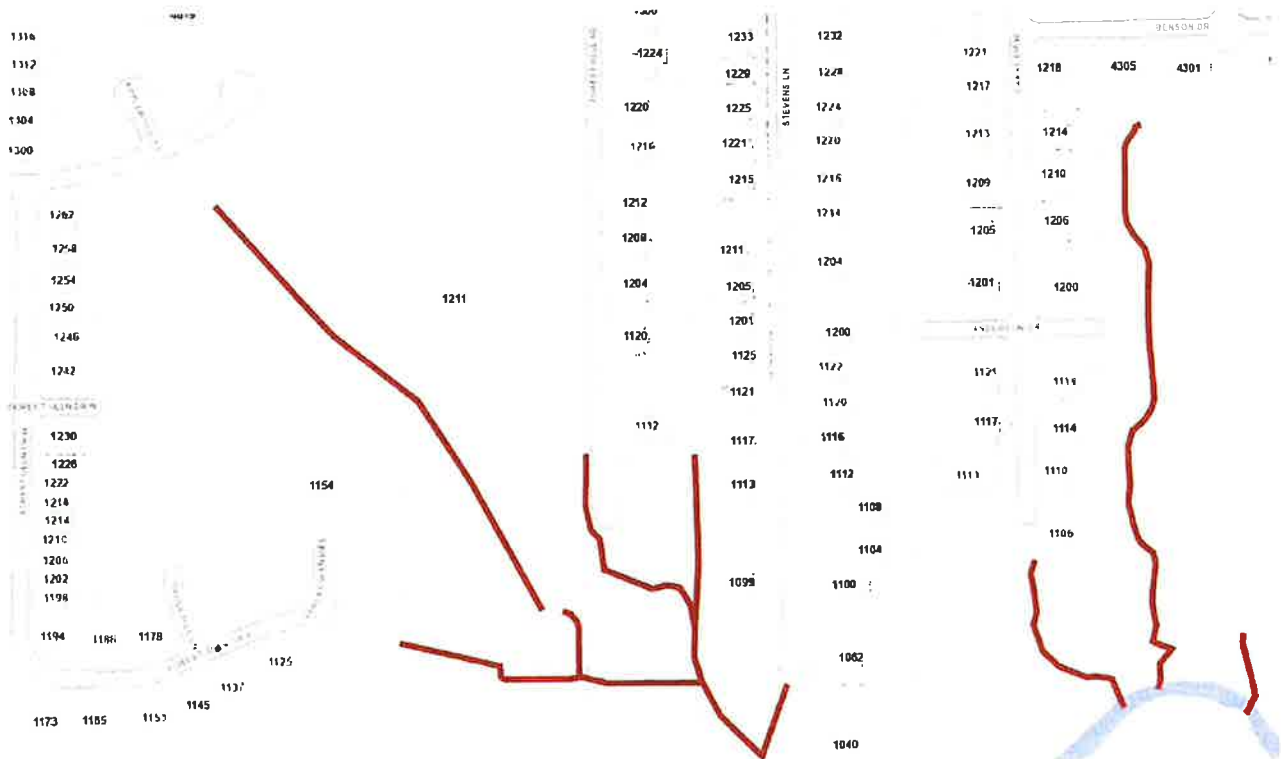
DITCH LOCATION 1

Ditch Location Description & Scope: 3712 Elaine Drive: This ditch begins at the southeast corner of 3712 Elaine Drive. It runs approximately 340 ft northeasterly. Maintenance will stop at the point where the ditch turns east. (See Red Line in map below.)



DITCH LOCATION 2

Ditch Location Description & Scope: Forest Glen Drive East to East of Anderson Drive:
This location includes a series of ditches. The ditch on the western side of the area begins just south of the intersection of Tulane Drive with Applewood Court. It runs southeasterly approximately 1,250 ft where it intersects multiple additional ditches. These ditches begin near Forest Glen Drive East, 1112 Forest Dell Road, and Stevens Lane. On the eastern side of the project location, there are three ditches that run southerly from 4305 Benson Drive and 1106 Carre Drive West toward Three Mile Creek. (See Red Lines in map below.)



ATTACHMENT “B”
CONTRACTORS INSURANCE CERTIFICATE

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	
	PHONE (A/C, No. Ext.)	FAX (A/C, No.)
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	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.

INSUR LTR	TYPE OF INSURANCE	AUTO SUBR INSD	WAO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT \$PLS PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP CP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	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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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2024

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
Thompson Insurance, Inc.
PO Box 11408
Montgomery AL 36111

CONTACT NAME: Harrison Hawke/Rachel Sharpton**PHONE**
(A/C, No, Ext): 334-694-5862**FAX**
(A/C, No): 334-271-0491**E-MAIL**
ADDRESS: r.sharpton@thomins.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** FCCI Insurance Group

10178

INSURER B: The Sheffield Group, Inc.**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED
Hughes 360 Service, LLC
203 North Florida Street
Mobile AL 36607

License#: 79250

HUGH360-01

COVERAGES**CERTIFICATE NUMBER:** 2092944115**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	CPP100092380	5/7/2024	5/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CA100092381	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	32119-00	5/17/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project Name: Storm Drainage Ditch Cleaning (Elaine Dr., Forest Glen Dr. E, & Anderson Dr.)
Project No. 2024-2086-202

The City of Mobile, if required by a written contract is listed as an additional insured in regard to the general liability and automobile liability. Coverages shall be primary and non-contributory. A Waiver of subrogation applies in favor of the City of Mobile in regards to the general liability, automobile liability, and worker's compensation if required by a written contract. 30 day notice of cancellation applies, 10 day for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827
Mobile AL 36333

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “C”

**SUBCONTRACTING PLAN
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: Archimede.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.



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archaque.Kidd@cityofmobile.org
251.208.7667
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Hughes 360 Services, LLC.
Address	203 N Florida Street Mobile, AL 36607
Telephone	251-510-3772
E-Mail	hughes360services@gmail.com

RFPI/RFQ Solicitation Number	Project No. 2024-2086-202
Project Description	Storm Drainage Ditch Cleaning (Elaine Dr., Forest Glen Dr.E. & Anderson Dr.)
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 24 Female 2 Minority 24 Non-minority 1 SDVO _____
	Total # of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ernest Hughes Jr
Signature: *Ernest Hughes Jr* Date: 9/17/2024
Title: Owner

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: Ernest Hughes Jr Title: Owner
Email: ernestjr@hughes360services.com Phone: 251-510-3772
Page 2 of 5
Subcontractor/Supplier Plan rev. 7/29/2021



Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archette.kidd@cityofmoore.org
251.208.7967
205 Government Street, 5th Floor

Date:

Date: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Hughes 360 Services, LLC.

Contact Person: Ernest Hughes Jr

Phone 251-510-3772

Email ernestjr@hughes360services.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (✓)	NO ()	Did you do these suggested areas for DBE recruitment and engagement
✓		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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 Section 2(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: archuniqua.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:		JAN	APR	JULY	OCT	FINAL _____	
(CHECK ONE):		FEB	MAY	AUG	NOV		
		MARCH	JUNE	SEPT	DEC		
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$	\$	\$		\$			
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____

(Title)

(Date)

DBE Utilization Report

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. 2024-2086-202
**STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. &
ANDERSON DR.)**

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. 2024-2086-202
STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN
DR. E. & ANDERSON DR.)

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: _____

Notary Public: _____ Title: _____

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 CITY OF MOBILE 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 in this contract.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished in this contract.
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 provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.
6. The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
7. The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

E-VERIFY AFFIDAVIT, E-VERIFY DOCUMENTATION, & SECRETARY OF STATE REGISTRATION DOCUMENTATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Ernest Hughes, Jr. (affiant) who, being duly sworn says as follows:

President/CEO of Hughes 360 Services, LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Hughes 360 Services, LLC 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 Hughes 360 Services, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 952551

Ernest Hughes, Jr.
CEO of Hughes 360 Services, LLC

Sworn to and subscribed before me this the 18th day of September, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Twalla L. Burpo-Jackson
Signature and Seal of Notary Public





Company ID Number: 952551



Approved by:

E-Verify Employer Agent Employer Hughes 360 Services, LLC.	
Name (Please Type or Print) Ernest A Hughes	Title
Signature Electronically Signed	Date 03/06/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2016



Company ID Number: 952551



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes 360 Services, LLC
Company Facility Address	203 N Florida Street Mobile, AL 36607
Company Alternate Address	1794 Princeton Woods Dr West MOBILE, AL 36618
County or Parish	MOBILE
Employer Identification Number	842010829
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

U
BID LIMIT
UNLIMITED
AMOUNT

LICENSE NO.: 59861
TYPE: NEW



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HUGHES 360 SERVICES LLC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work

BC-S: SITE UTILITIES, D: DEMOLITION, MU-S: DRAINAGE AND CULVERT, MU-S: EROSION CONTROL, MU-S: ROW MAINTENANCE, MU-S: SITE WORK, SC: CONCRETE

until **August 31, 2025** when this Certificate expires

Witness our hands and seal of the Board, dated Montgomery, Ala.

209325

19th day of **August, 2024**

SECRETARY

CHAIRMAN

Michael B. Ten

John A. Cook

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

**HUGHES 360 SERVICES LLC T1
203 N FLORIDA ST
MOBILE, AL 36607**

YEAR	LICENSE NO
2024	113173
ISSUED	EXPIRES
5/24/2024	12/31/2024

**238224 PLUMBERS AND/OR GAS FITTERS
561730 LAWN AND GARDEN SERVICE(S)
236120 CONTRACTOR - GENERAL CONTRACTORS**

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

**HUGHES, ERNEST JR T1
1794 PRINCETON WOODS DR W**

MOBILE AL 36618

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes 360 Services, LLC

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 05-01437

Issuance Date: May 30, 2024

Annual Affidavit Due Date: May 30, 2025

John R. Cooper, Transportation Director

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes Companies, Inc.

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 04-00975

Issuance Date: April 17, 2024

Annual Affidavit Due Date: April 17, 2025


John R. Cooper, Transportation Director



Alabama Secretary of State



Hughes 360 Services, LLC	
Entity ID Number	000-395-591
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	07/03/2017
Registered Agent Name	HUGHES, ERNEST A JR.
Registered Office Street Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Registered Office Mailing Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Nature of Business	
Annual Reports	
Report Year	2020 2021 2022 2023
Scanned Documents	
Type / Date / Document Codes	
Document Date / Type / Pages	07/10/2017 Certificate of Formation 3 pgs.
Document Date / Type / Pages	06/14/2019 Articles of Amendment 2 pgs.

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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 provisions 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 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.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 9/17/2024

Name of Project: **STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)**

Project Number: **2024-2086-202**

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

ALL PROJECT WORK:

\$ 2,500.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder Hughes 360 Services, LLC.

Mailing

Address 203 N Florida Street Mobile, Al 36607

*By (Legal Signature)

Ernest Hughes Jr.

*Name (type or print) Ernest Hughes Jr

*Title Owner

Telephone Number 251-510-3772





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Hughes 360 Services LLC to clean storm drainage ditches at Wilkins Road to I-65 Service Road

Amount of Contract:

\$250,000.00

Funding Source

General fund. 10042086F 42070

ATTACHMENTS:

1. Agenda Package 2024-2086-204DitcesWilkins

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 29 October 2024
Date

Item No. _____

Submitted by: Public Services
Department

Dexter Johnson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Storm Drainage Ditch Cleaning

PURPOSE & SCOPE OF PROJECT:

Contract with Hughes 360 Services LLC to clean storm drainage ditches at Wilkins Road to I-65
Service Road in approximate amount \$250,000.00.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: Approx \$250,000.00

FUNDING SOURCE:

Budget Item: 10042086F 42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 2024-2086-204

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

How many bidders submitted bids (if applicable): 1

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

Bid was not responsive. City negotiated terms IAW AL Code 39-2-6(b).

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Hughes 360 Services, LLC, to provide storm drainage ditch cleaning services on Wilkins Road to I-65 Service Road, in an amount of approximately \$250,000.00, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



**STORM DRAINAGE DITCH
CLEANING (WILKINS RD TO
I-65 SERVICE ROAD)**

PROJECT No. 2024-2086-204

BID DATE – SEPTEMBER 18, 2024

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Advertisement for Bids	I
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Proposal.....	III
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Articles of Agreement.....	IX
Supplemental Specifications	X
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Contractor's Insurance Certification.....	Attachment B
Subcontracting Plan and DBE Utilization Report	Attachment C
Certifications, Affidavits, & Project Closeout.....	Attachment D
E-Verify Affidavit, E-Verify Documentation, & Secretary of State Registration.....	Attachment E
Tax Exemption.....	Attachment F

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, SEPTEMBER 18, 2024 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2024-2086-204
Project: STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)
Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Plans and contract documents may be inspected and obtained from Dexter Johnson, City of Mobile **Public Works offices at 770 Gayle Street**, Mobile, Alabama 36604 **upon appointment only. Call 251-208-2722 to schedule an appointment.** A payment of Twenty-Five dollars (\$25.00) is required. 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.

A Mandatory Pre-Bid Conference will be held at the Public Works offices at 1900 Hurtel Street, Mobile, Alabama, second floor meeting room on September 11, 2024 at 9:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference and must attend the entire meeting. *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 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 September 16, 2024.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless **all** papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess one of the following license classifications 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.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

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 **STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)**, City of Mobile Project No. **2024-2086-204**, in the City of Mobile, Alabama".

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. Each bidder must investigate each site in order to satisfy themselves on the amount and types of work to be done.** All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. The following items must be submitted in the bid package:

- The entire contract document
- Completed Proposal sheet(s)
- Bid Bond/Check
- A City of Mobile Subcontracting & Major Supplier Plan (5 pages)
- Completed Accounting of Sales Tax Form
- Completed Affidavit of Vendor/Contractor E-Verify Form
- Contractor's Insurance Certificate
- All issued Addendums

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the

advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)**, City of Mobile Project No. **2024-2086-204**, 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 one of the following license classifications per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

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 City of Mobile Deputy Director of Public Services Maintenance and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City will not 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 City'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 PS REPRESENTATIVE 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 PS REPRESENTATIVE 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 PS REPRESENTATIVE, discontinue prosecution of the work, the Contractor shall give the PS REPRESENTATIVE 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 PS Representative. 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 PS Representative 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 PS Representative 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.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 10-1-2024

The undersigned, as Bidder, hereby declares that he has examined the site(s) 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 OF MOBILE, as well as the premises.

Project Name: STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)

Project No: 2024-2086-204

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

The Bidder further agrees to construct the improvements in **75** 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.

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 Dexter Johnson, City of Mobile Public Services, 770 Gayle Street, Mobile, Alabama 36604. In order to receive consideration, the request must be received before 12:00 p.m. on September 16, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

LOCATION 1

Ditch Location Description & Scope: Wilkins Rd to I-65 Service Road: This location includes a series of ditches. The ditch on the western side of the area begins behind 3856 Autumndale Drive and runs eastward to the northwest corner of 3814 Autumndale Drive. The next two ditches begin near the east end of Lydia Drive and intersect as they run eastward. The next ditch begins near the east end of Autumndale Drive and runs eastward until intersecting the previous ditch. This main ditch then runs eastward for approximately 280 ft. at which time it separates with a ditch continuing eastward to I-65 Service Road, and a ditch turning southward. This southward main ditch runs approximately 1,150 ft. to an intersection with another ditch that originated approximately 1,800 ft westward. The main ditch continues to run southward another 575 ft. The next ditch begins near 3536 Desirrah Drive South, runs northward and then westward to intersect the main ditch. The last ditch in this project location is located approximately 1,800 ft north of Desirrah Drive South. The ditch runs approximately 785 ft along a power line and turn north for approximately 650 ft.

Number of working days to complete Location 1: 75

See ATTACHMENT A for Location Map.

LUMP SUM PRICE FOR LOCATION 1:\$ 249,999.00

Total Bid

Total Lump Sum Price for Location 1: \$ 249,999.00

Total Written in words: Two Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine and No Cents

Total Number of working days to complete Contract 75

Signature of Bidder *Emil Hughes Jr*
(If a firm or individual)

Address of Bidder 203 N. Florida St., Mobile, AL 36607

By Hughes 360 Services, LLC

Signature of Bidder _____
(If a Corporation)

By _____ Business Address _____
President

_____ Print Business Address _____
Secretary

_____ Print Business Address _____
Treasurer

_____ Print

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: _____
Secretary

GC License # 59861
000-395-591
State License Number

Corporate Seal



ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Hughes 360 Services LLC,

(Name of Contractor)

203 N Florida St, Mobile, AL 36607

(Address)

as Principal, and Atlantic Specialty Insurance Company,

(Name of Surety)

605 Highway 169 North, Suite 800, Plymouth, MN 55441

(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 made, 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 **STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD), City of Mobile Project No. 2024-2086-204.**

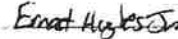
The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this 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



(Date) September 13, 2024

Hughes 360 Services LLC



(Contracting F

Witness as to Principal By:



(SEAL)

Atlantic Specialty Insurance Company

(Name of Sur

COUNTERSIGNED:

Alabama Resident Agent


Charles E. Carper, IV, Attorney-In-Fact



BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A. Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

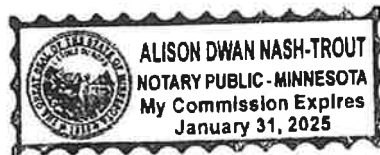
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of September, 2024



This Power of Attorney expires
January 31, 2025

Kara L.B. Barrow, Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Hughes 360 Services LLC
as Principal and Atlantic Specialty Insurance 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 Oblige, in the penal sum of Two Hundred Forty Nine Thousand, Nine Hundred Ninety Nine & 00/100 Dollars (\$ 249,999.00) 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 Oblige, dated _____, 20____ (hereinafter called the Contract) for Storm Drainage Ditch Cleaning (Wilkins Road) Project No. 2024-2086-204 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 10th day of October
20 20.

In the presence of:

Ernest Hughes Jr.

Individual Principals sign here

Ernest Hughes Jr. (SEAL)
Ernest Hughes Jr. (Print)
Ernest Hughes Jr. (SEAL)
Ernest Hughes Jr. (Print)

(Print)



Hughes 360 Services LLC
(Corporate Name)

BY: Ernest Hughes Jr.
(Signature)
Ernest Hughes Jr.
(Print)

ITS: Owner
(Title)

ATTEST:

Ernest Hughes Jr.
(Signature)
Ernest Hughes Jr. (Print)
ITS: Owner

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: Charles E. Carper, IV
(Signature)
Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

Hannah Hughes
(Signature)
Hannah Hughes (Print)
ITS: _____

Corporate Seal



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

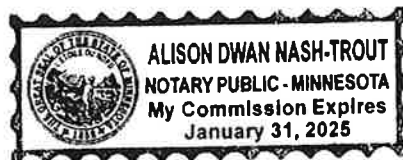
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Hughes 360 Services LLC

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Atlantic Specialty Insurance Company; 605 Highway 169 North, Suite 800, Plymouth, MN 55441

(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 _____

Two Hundred Forty Nine Thousand, Nine Hundred Ninety Nine & 00/100s dollars (\$ 249,999.00),

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 _____, entered into a Contract with the Owner for Storm Drainage Ditch Cleaning (Wilkins Road) Project No. 2024-2086-204 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 10th day of October 2024.

In the presence of:

Ernest Hughes Jr

Individual Principals sign here

Ernest Hughes Jr. (SEAL)

Ernest Hughes Jr. (Print)

Ernest Hughes Jr. (SEAL)

Ernest Hughes Jr. (Print)

Ernest Hughes Jr. (SEAL)

Ernest Hughes Jr. (Print)



Hughes 360 Services LLC
(Corporate Name)

BY: Ernest Hughes Jr.
(Signature)

Ernest Hughes Jr.
(Print)

ITS: owner
(Title)

ATTEST:

Ernest Hughes Jr.
(Signature)

Ernest Hughes Jr. (Print)

ITS: owner
(Title)

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: Charles E. Carper, IV
(Signature)

Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

Hannah Hughes
(Signature)

Hannah Hughes (Print)

ITS: _____
(Title)

Corporate Seal



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

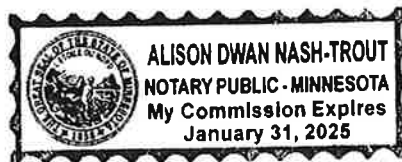
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
- 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 PS Representative, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the PS Representative. 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 of Mobile 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 of Mobile, 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 Bidder documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with the invoice at final completion.
 5. It is the intent to construct the within described work as shown in Attachment A and 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, shall be included in the Lump Sum prices in the Bid Proposal.
 9. The City of Mobile reserves the right to add, reduce, or delete any location(s) in this contract. Additional locations of work 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. Omit
 12. 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 authorized PS Representative. The Superintendent shall have full authority to execute orders or directions of the PS Representative 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.

13. 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.
14. The quantities shown on the proposal and location maps are approximate and for bidding purposes only. The Contractor will be paid Lump Sum for each location completed.
15. 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 of Mobile unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project and included in the Lump Sum Bid Price.

16. 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 location lump sum prices (no direct payment).
17. Contractor is responsible for the implementation and maintenance of any traffic control. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 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. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary to the project. The contractor shall restore all existing traffic mechanisms to original condition.
18. All equipment shall be in good mechanical working order. If not, the PS Representative can require removal from the project.
19. 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 the project (no direct payment).

20. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor's expense, and shall be a subsidiary obligation of the project. All construction entrances to the site(s) 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 City 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.
21. 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.
22. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.
23. 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 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.
24. All salvageable material from the project shall be stored on the project at locations designated by the PS Representative. 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.
25. 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 a subsidiary obligation of the project and shall be in accordance with Section 306.03 of the Standard Specifications.

26. Omit
27. **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 City of Mobile may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
28. 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.
29. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
30. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
31. 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 shall retain one set. Prints and/or tapes shall be delivered to the City within one week after they are made.
32. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the PS Representative shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
33. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the City that this has been accomplished. Notifying property owners is considered incidental to the project.
34. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
35. Any damage to private property shall be repaired at the Contractor's expense.
36. 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.

37. 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 City 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.
38. 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.
39. 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 assessed 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 PS Representative, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
40. Workmen shall wear reflectorized vests, shirts or jackets.
41. At the completion of the contract requirements, the contractor will prepare an invoice. The invoice shall be sent to the Deputy Director of Public Services Maintenance for approval and payment. The Contractor shall be required to submit a City of Mobile DBE Utilization Report and final closeout documents with the invoice. A list of closeout documents is located in Attachment D.

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Hughes 360 Services, LLC, party of the second part.

WHEREAS, this project was advertised for open bidding under Alabama Code, Title 39, with only one bid received, which bid was deemed non-responsive for failure to comply with bid requirements (with more than minor irregularities); and

WHEREAS, pursuant to Alabama Code 39-2-6(b), the City has negotiated an informal bid with the party of the second part to enter into this contract under the terms of its initial bid except for the total bid amount being one dollar less; now therefore

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: STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)

Project No: 2024-2086-204

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

City of Mobile Project Number **2024-2086-204**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 249,999.00) 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" or "COM" 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.

DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(6) Whenever the words "CITY OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants.

PUBLIC SERVICES REPRESENTATIVE:

(7) Whenever the words "PUBLIC SERVICES REPRESENTATIVE" or "PS REPRESENTATIVE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants and inspectors.

AUTHORITY OF THE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(8) The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY OF MOBILE 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 OF MOBILE 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 OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE.

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 PUBLIC SERVICES REPRESENTATIVE at any time prior to the completion of the work and its acceptance by the CITY OF MOBILE.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PUBLIC SERVICES REPRESENTATIVE to be incompetent or disorderly, he shall be immediately discharged upon the request of the PUBLIC SERVICES REPRESENTATIVE.

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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE. 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 PS REPRESENTATIVE, 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, to ensue, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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.

INVOICE:

(23) Upon the final completion of the work, according to the terms of these Articles of Agreement, the PS Representative shall inspect all work and materials not previously accepted. Upon approval by the PS Representative, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall pay or cause to be paid to the Contractor the invoice, under the terms of these Articles of Agreement.

Prior to payment of the INVOICE, the Contractor shall furnish, to the PS Representative, 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 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.
- The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
- The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

Upon successful completion of these documents, payment of the INVOICE shall be made to the Contractor.

E-VERIFY:

(24) 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:

(25) The source of funds for payment by City under this contract is the City's General Fund. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(26) 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:

(27) 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:

(28) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(29) The City utilizes e-Builder (Trimble Unity Connect) as its project management system. E-Builder (Trimble Unity Connect) is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder (Trimble Unity Connect) as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

Ernest Hughes Jr.

AN INDIVIDUAL

Ernest Hughes Jr. (Print)

WITNESSES:

Ernest Hughes Jr.

Ernest Hughes Jr. (Print)

CONTRACTOR: (IF CORPORATION)

_____(Print)

BY: _____

ITS PRESIDENT

_____(Print)

ATTEST:

Corporate Seal

ITS SECRETARY

_____(Print)



DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Ernest Hughes, Jr., whose name is signed to the foregoing instrument in the capacity of owner of Hughes 360 Services, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 11th day of October, 2024.

Twalla L. Burpo-Jackson

NOTARY PUBLIC My Commission Expires: June 26, 2027



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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, City of Mobile or their agents.
- b. In the event that additional construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the CITY OF MOBILE shall be reimbursed by the contractor for such additional effort at the CITY OF MOBILE'S prevailing hourly rates.

CITY OF MOBILE 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.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE reserves the right, with approval from the CITY, 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 CITY. Furthermore; the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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:

No partial payment shall be made.

4. 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 lump sum 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.

ITEM XI **PROJECT SCOPE**

1. DITCH CLEANING:

All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. in order to restore the flow line and to achieve positive flow within the ditch. See the included typical sections for examples. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable and/or as directed. Disposal of sediment may include redistributing of soil within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the PS Representative shall be notified for inspection.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line. If pipe blockages or beaver dams are found in ditches, the PS Representative is to be notified. CITY OF MOBILE will clear any blocked pipes.

2. TRASH:

All trash and litter (except tires) within five (5) feet of the top of the ditch bank shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. **Staging location shall be coordinated with the PS Representative.** Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible by a truck and trailer. The CITY OF MOBILE Public Services Trash Division shall be contacted by the Contractor for removal of the pile.

3. VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) feet of the top of the ditch bank that is inside the easement (see Typical Profiles on following pages). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches, or any other disturbed area, leave exposed soil, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. The Contractor shall water the seed/sod as necessary. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.

4. FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after cleaning.
2. The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
 - a. Provide documentation, with the invoice, showing the amount and location of litter removed in that pay period
 - b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify that work was conducted to restore water flow line, and to verify all visible trash was removed. If requested by the Contractor, the CITY OF MOBILE will have a PS Representative available daily to verify the contractor's work. This may be done to eliminate additional work required by the contractor after a ditch's water level lowers.

5. ACCESS:

The CITY OF MOBILE shall provide access to each ditch from at least one end, not always both. While workers are present, the Contractor is allowed to remove fences within the City's easement to enter ditch areas. Fences must be replaced when workers are not present. Removal and replacement of any fence shall be coordinated by the Contractor with the adjacent property owner and with the City. The contractor shall document with photos the existing condition of each fence to be removed. Damage to any fence removed shall be the responsibility of the Contractor, with no cost to the City. The cost of new fence or fence replacement shall be included in the Lump Sum cost of the project.

6. ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

7. SAFETY:

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. Contractor shall designate a person at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Some examples of safety measures that shall be included are:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property. The contractor shall be liable for any and all damage to passing vehicles, property, or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to causing an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.). Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties. The CITY OF MOBILE has the authority to stop any contract operations deemed to be hazardous by the PS Representative. At that time, operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill. Appropriate actions shall be taken in the event of a spill. Contractor shall notify CITY OF MOBILE in the event of a spill. If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator. Failure to comply with safety requirements may result in contract termination. Contractor shall notify the City of Mobile of any safety incidents on the project.

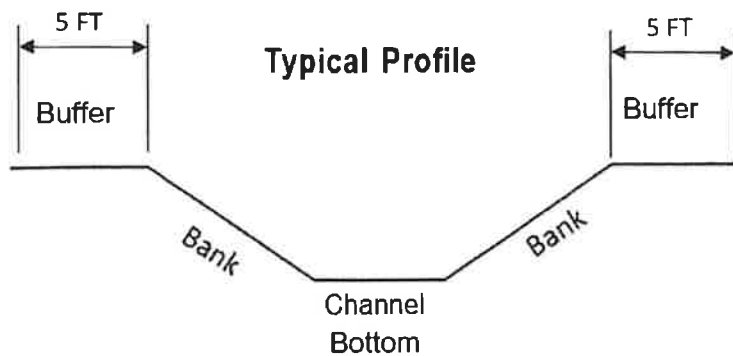
8. PAYMENT:

1. Payment for all work shall occur at project completion, as determined by the PS Representative.
2. Once the Contractor has completed all work listed in the contract, he shall notify the Public Services Representative at a telephone number to be provided at Award of the contract. At that time, a Public Services Representative will inspect the completed work. Once the Public Services Representative has approved all work, the City will pay the Contractor.
3. The penalty for exceeding the project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor. If rain delays cause the allowed timeline to be exceeded, the Contractor shall submit weather records and a schedule summary at project closeout. The schedule summary shall explain any variances in the completion timeline.
4. The Total Lump Sum Price provided by the Contractor in the Proposal is the total maximum amount that will be allowed for this contract.

9. PERFORMANCE:

If the Contractor is unable to fulfill the requirements of this contract, in full or in part, the entire contract may be terminated.

Trapezoidal Ditch Maintenance Standards



Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.

Field inspections are required to assess all maintenance required on ditch.



Buffer Area Encroachments



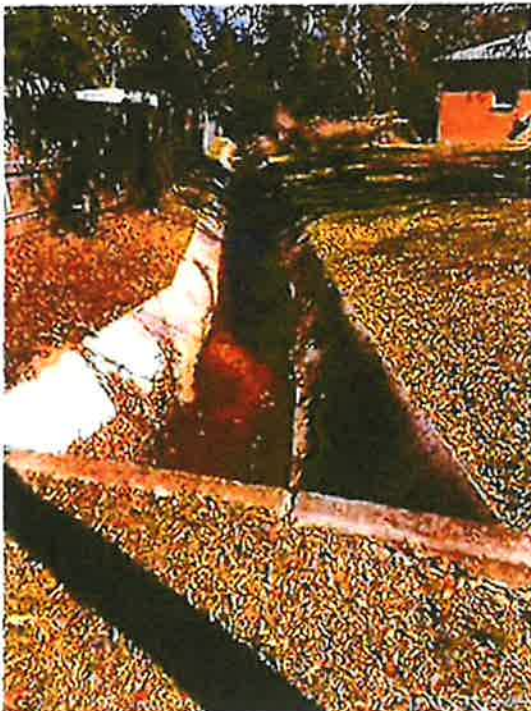
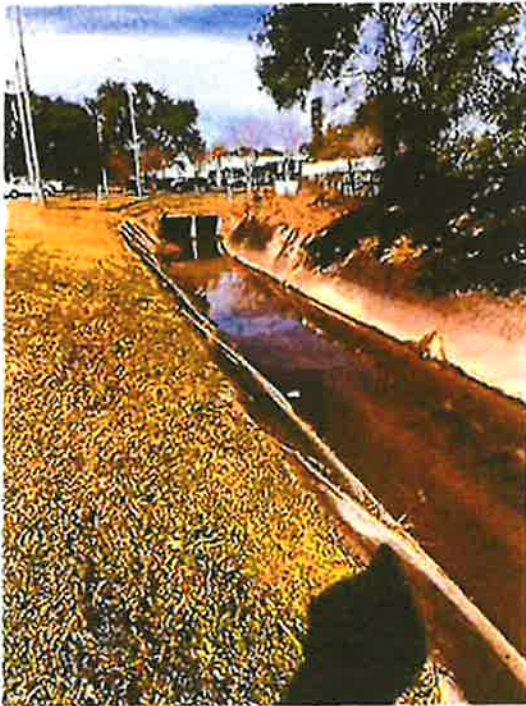
Slope and Bank Obstructions



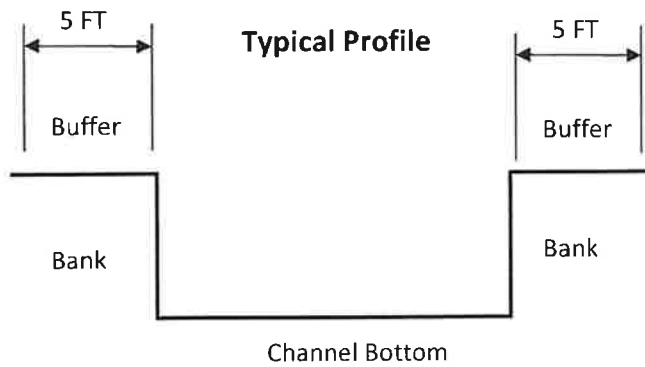
Trapezoidal Concrete Ditch Maintenance Standards

(Continued)

Expected Condition After Maintenance



Concrete Rectangular Ditch Maintenance Standards



Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.

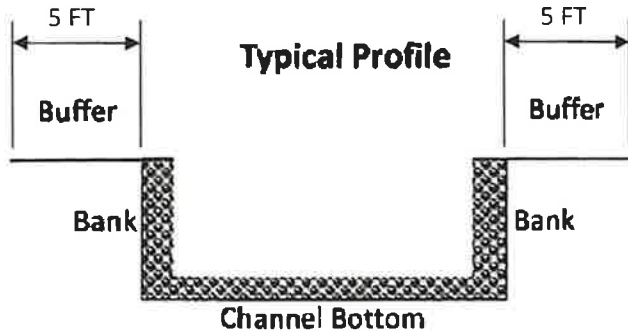


BEFORE



AFTER

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Examples of Typical Conditions Before Maintenance

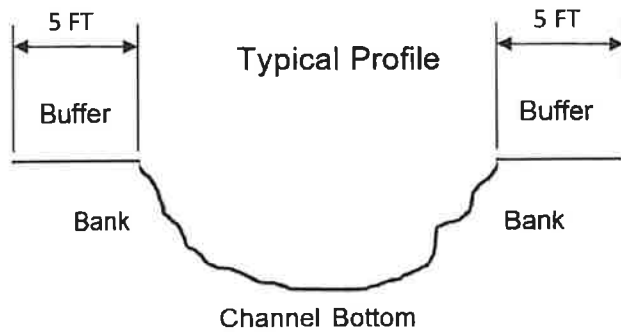
Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.



Gabion Ditch Expected Condition After Maintenance Examples:



Earthen Ditch Maintenance Standards



Note: This profile represents a typical earthen ditch. Depth, slope and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

*Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.*



BEFORE



AFTER

Earthen Ditch Examples (continued)

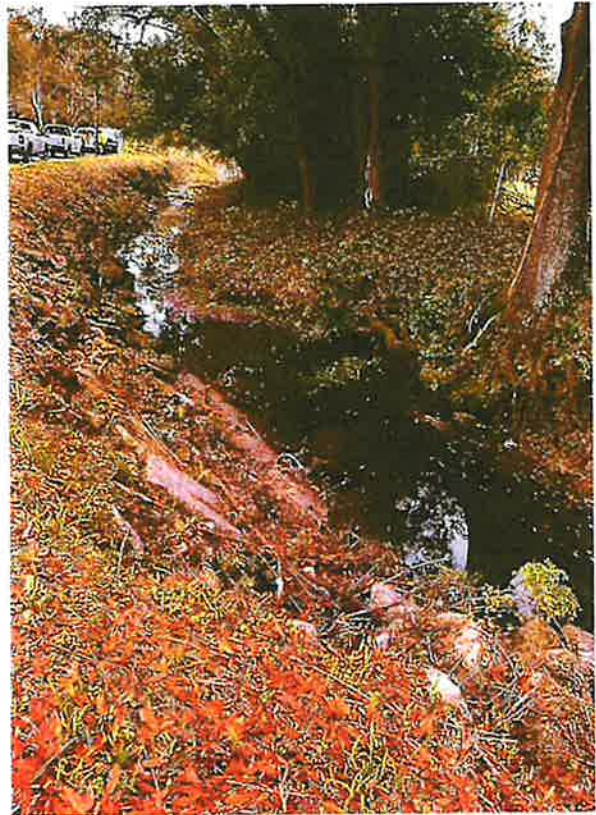


BEFORE

AFTER



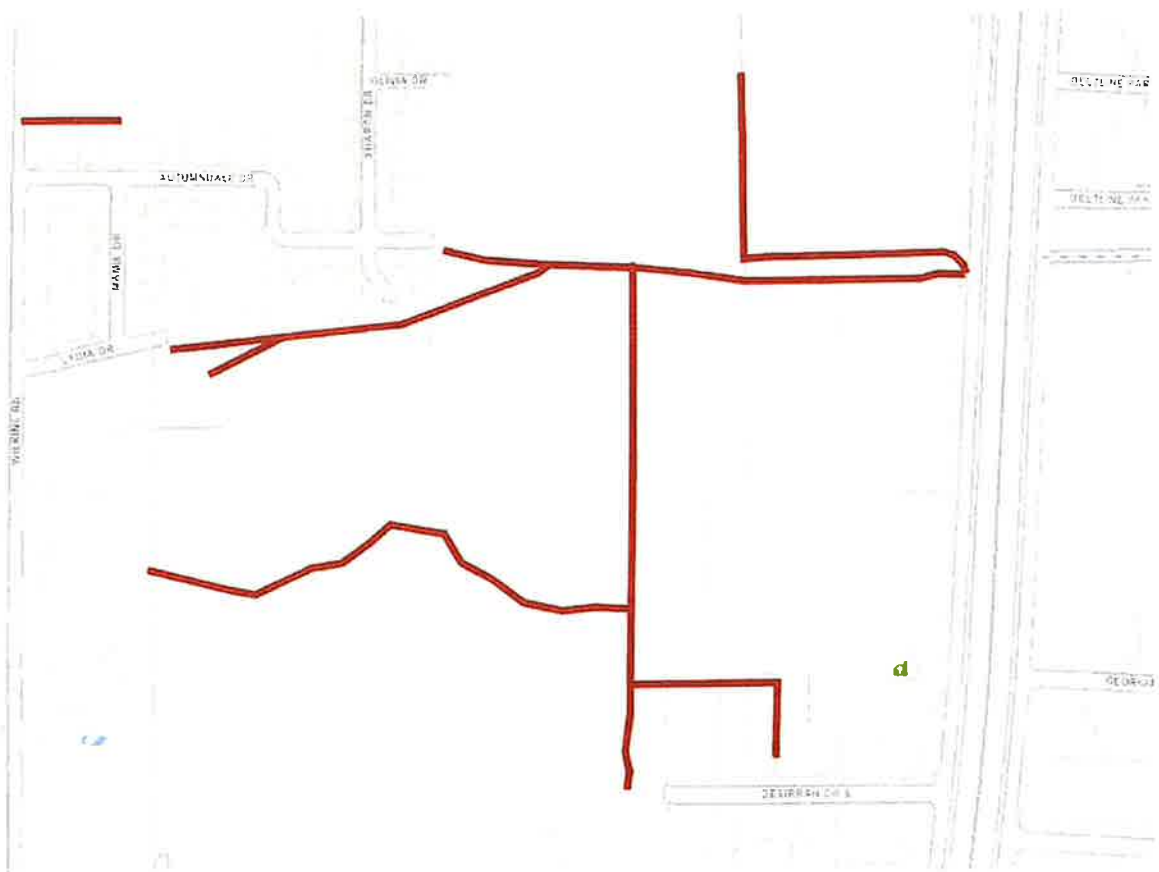
Earthen Ditch Expected Condition After Maintenance Examples:



ATTACHMENT “A”
LOCATION MAPS & SCOPE

DITCH LOCATION 1

Ditch Location Description & Scope: Wilkins Rd to I-65 Service Road: This location includes a series of ditches. The ditch on the western side of the area begins behind 3856 Autumndale Drive and runs eastward to the northwest corner of 3814 Autumndale Drive. The next two ditches begin near the east end of Lydia Drive and intersect as they run eastward. The next ditch begins near the east end of Autumndale Drive and runs eastward until intersecting the previous ditch. This main ditch then runs eastward for approximately 280 ft, at which time it separates with a ditch continuing eastward to I-65 Service Road, and a ditch turning southward. This southward main ditch runs approximately 1,150 ft. to an intersection with another ditch that originated approximately 1,800 ft westward. The main ditch continues to run southward another 575 ft. The next ditch begins near 3536 Desirrah Drive South, runs northward and then westward to intersect the main ditch. The last ditch in this project location is located approximately 1,800 ft north of Desirrah Drive South. The ditch runs approximately 785 ft along a power line and turn north for approximately 650 ft. (See Red Lines in map below.)



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATE

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	
	PHONE (A/C, No. Ext.)	FAX (A/C, No.)
INSURED	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A	
	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	ADDITIONAL INSURED	WV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ex accidents) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P O Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2024

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
Thompson Insurance, Inc.
PO Box 11408
Montgomery AL 36111

CONTACT NAME: Harrison Hawke/Cassie Cooper

PHONE (A/C, No, Ext): 334-694-5853

FAX (A/C, No): 334-271-0491

E-MAIL ADDRESS: c.cooper@thomins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: FCCI Insurance Group

10178

INSURER B: The Sheffield Group, Inc.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Hughes 360 Service, LLC
203 North Florida Street
Mobile AL 36607

License#: 79250
HUGH360-01**COVERAGES**

CERTIFICATE NUMBER: 588864783

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y Y	CPP100092380	5/7/2024	5/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y Y	CA100092381	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N N/A	32119-00	5/17/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Storm Drainage Ditch Cleaning (Wilkins RD to I-65 Service Road)
Project No. 2024-2086-204

The City of Mobile, if required by a written contract is listed as an additional insured in regard to the general liability and automobile liability. Coverages shall be primary and non-contributory. A Waiver of subrogation applies in favor of the City of Mobile in regards to the general liability, automobile liability, and worker's compensation if required by a written contract. 30 day notice of cancellation applies, 10 day for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827
Mobile AL 36333

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “C”

**SUBCONTRACTING PLAN
AND
DBE UTILIZATION REPORT**



City of Mobile

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archmque.kidd@cityofmobile.org
251.208.7867
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: Archonue.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Hughes 360 Services, LLC.
Address	203 N Florida Street Mobile, AL 36607
Telephone	251-510-3772
E-Mail	hughes360services@gmail.com

RFP/RFQ Solicitation Number	2024-2086-204
Project Description	Storm Drainage Ditch Cleaning (Wilkins RD to I-65 Service RD)
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 24 Female 2 Minority 24 Non-minority 1 SDVO
Total #of Employees	25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ernest Hughes Jr
Signature: *Ernest Hughes Jr* Date: 9/17/2024
Title: Owner

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: Ernest Hughes Jr Title: Owner
Email: ernestjr@hughes360services.com Phone: 251-510-3772

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archiuekidd@nyoffice.org
251-208.7967
205 Government Street, 5th Floor

Date:

Please Print Company Hughes 360 Services, LLC. Your Bid/Proposal Amount \$ 249,999.00

9 / 17 / 2024 Description Storm Drainage Ditch Cleaning (Wilkins RD to I-65 Service RD)

Name of Bidder/Proposer: Hughes 360 Services, LLC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Hughes 360 Services, LLC.

Contact Person: Ernest Hughes Jr Phone 251-510-3772 Email ernestjr@hughes360services.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 (Y)	NO (N)	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.



OFFICE OF THE CITY CLERK

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 Section 2(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.

DBE Local Supplier Diversity

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archonique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE:	YES	NO	Contract Start Date:	Contract Completion Date:
DESCRIPTION:					

This report is for the month of:	JAN	FEB	MARCH	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	FINAL
(CHECK ONE):													

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: _____ (Date) _____

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. 2024-2086-204
STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)

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. 2024-2086-204
STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE
ROAD)

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 CITY OF MOBILE 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 in this contract.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished in this contract.
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 provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.
6. The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
7. The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

E-VERIFY AFFIDAVIT, E-VERIFY DOCUMENTATION, & SECRETARY OF STATE REGISTRATION DOCUMENTATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Ernest Hughes, Jr. (affiant) who, being duly sworn says as follows:

President/CEO of Hughes 360 Services LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Hughes 360 Services, LLC 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 Hughes 360 Services LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 952551

Ernest Hughes, Jr.
CEO of Hughes 360 Services LLC

Sworn to and subscribed before me this the 18th day of September, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Twalla L. Burpo-Jackson
Signature and Seal of Notary Public





Company ID Number: 952551



Approved by:

E-Verify Employer Agent Employer Hughes 360 Services, LLC.	
Name (Please Type or Print) Ernest A Hughes	Title
Signature Electronically Signed	Date 03/06/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2016



Company ID Number: 952551



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes 360 Services, LLC.
Company Facility Address	203 N Florida Street Mobile, AL 36607
Company Alternate Address	1794 Princeton Woods Dr West MOBILE, AL 36618
County or Parish	MOBILE
Employer Identification Number	842010829
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

**HUGHES 360 SERVICES LLC T1
203 N FLORIDA ST
MOBILE, AL 36607**

YEAR	LICENSE NO
2024	113173
ISSUED	EXPIRES
5/24/2024	12/31/2024

**238224 PLUMBERS AND/OR GAS FITTERS
561730 LAWN AND GARDEN SERVICE(S)
236120 CONTRACTOR - GENERAL CONTRACTORS**

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

**HUGHES, ERNEST JR T1
1794 PRINCETON WOODS DR W
MOBILE AL 36618**

STATE OF ALABAMA



BID LIMIT: **U** **UNLIMITED** LICENSE NO.: **59861**
AMOUNT: TYPE: **NEW**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HUGHES 360 SERVICES LLC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: SITE UTILITIES, D: DEMOLITION, MU-S: DRAINAGE AND CULVERT, MU-S: EROSION CONTROL, MU-S: ROW MAINTENANCE, MU-S: SITE WORK, SC: CONCRETE

until **August 31, 2025** when this Certificate expires

Witness our hands and seal of the Board, dated Montgomery, Ala.,

209325

19th day of **August, 2024**

SECRETARY TREASURER

Michael B. T...

Charles A. Carde...

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes Companies, Inc.

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 04-00975

Issuance Date: April 17, 2024

Annual Affidavit Due Date: April 17, 2025

John R. Cooper, Transportation Director

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes 360 Services, LLC

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 05-01437

Issuance Date: May 30, 2024

Annual Affidavit Due Date: May 30, 2025

John R. Cooper, Transportation Director



Alabama Secretary of State



Hughes 360 Services, LLC	
Entity ID Number	000-395-591
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	07/03/2017
Registered Agent Name	HUGHES, ERNEST A JR.
Registered Office Street Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Registered Office Mailing Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Nature of Business	
Annual Reports	
Report Year	2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/10/2017 Certificate of Formation 3 pgs.
Document Date / Type / Pages	06/14/2019 Articles of Amendment 2 pgs.

[Browse Results](#)[New Search](#)

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 provisions 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 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.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 9/17/2024

Name of Project: **STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)**

Project Number: **2024-2086-201**

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

ALL PROJECT WORK:

\$2,500.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder Hughes 360 Services, LLC.

Mailing

Address 203 N Florida Street Mobile, AL 36607

*By (Legal Signature)

Ernest Hughes Jr.

*Name (type or print) Ernest Hughes Jr

*Title Owner

Telephone Number 251-510-3772





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract for engineering services with White-Spinner Construction, LLC

Amount of Contract:

\$100,000.00

Funding Source

C1021

ATTACHMENTS:

1. 2025-3005-06 Construction Services Agreement (White-Spinner, LLC) contract

REVIEWERS:

Lana Gauthier
Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Construction Services Agreement between City of Mobile and White-Spinner Construction, LLC COM Project: 2025-3005-06

PROJECT #: C1021 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Construction consultation, analysis and planning.

CONTRACT AMOUNT: \$100,000.00

VENDOR NAME: White-Spinner Construction, LLC

VENDOR NUMBER: 298795

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 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 10/24/2024

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, 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 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: White-Spunner Construction, LLC

Project Name: Construction Services Agreement between City of Mobile and White-
Spinner, LLC
COM Project# 2025-3005-06

Estimated Cost: \$100,000.00

Adopted:

City Clerk

CONSTRUCTION SERVICES AGREEMENT

between City of Mobile and White-Spinner Construction, LLC

This AGREEMENT made this ____ day of _____ in the year 2024, between the City of Mobile, Alabama (hereinafter referred to as “City”) and White-Spinner Construction, LLC (hereinafter referred to as “Consultant”), for construction consulting and advising services in connection with public construction, improvements, repair and renovation in the City of Mobile.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The services under this Agreement will include construction consultation, analysis and planning as needed for public construction, renovation and expansion in the City of Mobile. The scope of consultation, analysis and advice will focus on, but not be limited to, the following:

- the scope of potential construction projects
- estimated construction budgets, means and methods
- communications procedures
- construction methods, material and equipment market costs, trade availability and insurance requirements
- preliminary project scheduling starting with design and permitting
- monitoring budgets through the design phase
- construction means and methods for cost and schedule impacts
- changes in project scope and budget estimates
- possible value engineering opportunities with City’s design team.
- cash flow and schedule impacts
- bidding projects and soliciting subcontractor prices
- construction contract change orders
- value engineering alternate prices

The services to be performed by Consultant under this Agreement shall be set forth on an as needed basis in individual task orders using the general format set forth in Attachment A (“Task Order”), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City’s Engineering Department.

2 TASK ORDER PROCESS

2.1 As needed and at City request, the parties will develop and agree upon the terms of a Task Order containing an identification of the project, description of the Services and

Deliverables, compensation to be paid to Consultant for the performance of the Services, and a proposed schedule for the performance for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

2.4 Each Task Order shall include a Not to Exceed compensation amount and will be based on the hourly rate schedule located in Attachment C of this Agreement.

3 INVOICING AND PAYMENT

For the 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 on a time and materials basis as follows:

- A. Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and reimbursable expenses incurred, if any. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) work days from the date of invoice.
- B. The maximum total amount payable to the Consultant for all task orders provided under this Agreement for each year thereof, including work performed by subcontractors or sub consultants, shall not exceed \$100,000.00.
- C. Compensation to be paid the Consultant for providing the professional services described in each Task Order shall have a Not to Exceed amount specifically for each Task Order and be in accordance with the rate schedule in Attachment C.

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect for a period of two (2) years unless terminated earlier pursuant to this Agreement. The term may be extended for an additional year by written agreement of the parties.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

The Parties agree that they will not hold each other liable for any increase in costs, expense, or delay resulting from a Force Majeure Event if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the "Force Majeure Event" that such party is unable to perform. A Force Majeure Event includes, without limitation, (a) acts of God; (b) flood, fire, earthquake, tornado, hurricane, lightning, civil disturbances, explosions, epidemic, pandemic, or explosion; (c) war (whether declared or undeclared), invasion, hostilities, terrorist threats or acts, riots, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

Neither party shall be responsible for a delay in its performance under this Agreement, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverages while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000

Professional Liability

\$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Consultant, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable unless such costs, liabilities and claims for damages arise from the misconduct or negligent acts of the City. In the event that the City, through no negligence or fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Consultant hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. These defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement. This Agreement is by and between the City and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between City and Consultant. Consultant shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing any work necessary in order for Consultant to fulfill its obligations under this Agreement. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Consultant, and Consultant shall indemnify, defend with counsel acceptable to the City, and hold City harmless from any claims for such. Consultant agrees it is not a design consultant within the meaning of Acts of Alabama 2021-318, or subsequent codifications thereof.

12 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from the City of a written notice of resumption of the Services. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY

City Engineer
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-182

CONSULTANT

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive. Specifically, but not limited to, the terms relating to Indemnification, Data Rights, Governing Law and Venue shall survive

completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama. Except as otherwise provided herein, in any dispute over the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which said party may be entitled. The parties agree that venue concerning any dispute regarding the terms and enforcement of this Agreement shall only be in the State Courts of Alabama in Mobile County (Mobile Division) or the United States District Court of Alabama, Southern District located in the City of Mobile.

17.2 Assignment. Neither City nor Consultant shall assign or transfer their rights or obligations in this Agreement without written consent of the other, which consent may be reasonably denied, withheld, delayed, or conditioned.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement, and/or any amendment to it, shall be executed: (a) as a single countersigned document; or (b) in multiple counterparts, each of which shall be deemed an original document and all of which shall constitute one and the same instrument.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. No waiver by either party of any covenant or condition of this Agreement shall be valid unless in writing and signed by the party so waiving. Neither the failure by either party in any one or more instances to insist upon the complete and total observance or performance of any term or provision herein, nor the failure by either party to exercise any right, privilege, or remedy conferred herein or afforded by law, shall be construed as waiving any breach of such term, provision or the right to exercise such right, privilege or remedy thereafter. In addition, no delay on the part of either party in exercising any right or remedy herein shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof, or the exercise of any other right or remedy.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

17.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.11 Compliance with Alabama Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Consultant agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof.

17.12 Prohibition of Boycotting. The Consultant is not currently engaged in, and shall not engage in, the boycott of any person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

17.13 Ani-Discrimination Clause. When performing its obligations required hereunder, Consultant shall comply with all applicable Federal, state and local laws, rules, codes, regulations and ordinances, and any judicial or legislative mandates ("Applicable Laws"), including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that

in Consultant's performance of work for City to 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 (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Consultant, in the performance of this Agreement, shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under Applicable Laws. Consultant acknowledges and agrees that City, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible, and Consultant agrees to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in repair, maintenance, leasing, and any work performed on the Improvements. Consultant agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

17.14 Seal. This Agreement is executed under Seal by the Consultant.

18 ATTACHMENTS

- A Task Order
- B Change Order
- C Hourly Rate Schedule

This Agreement executed the day and year first written above.

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

Attest: City of Mobile



By: _____
City Clerk

WHITE-SPUNNER CONSTRUCTION, LLC

By: : _____

Jeff Carrico
Chief Operating Officer

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Jeff Carrico, whose name as Chief Operating Officer of WHITE-SPUNNER CONSTRUCTION, LLC, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 18th day of October, 2024.

(SEAL)



Amy Holland
Notary Public
State of Alabama At-large
My Commission Expires: 02-24-2026



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Quick Buildings LLC for a portable building for Pinehill recycling center.

Amount of Contract:

\$78,804.00

Funding Source

Capital project C0981

ATTACHMENTS:

1. 20241016 Quick Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 29 October 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Quick Buildings LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Quick Buildings LLC for a portable building for Pinehill recycling center.
Capital project C0981

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$78,804.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5900

How many bidders received bid packages (if applicable): 7 +web

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

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
<u>803</u>	2025	(3032) ARCHITECTURAL ENGINEERING	PORTABLE BUILDING FOR PINEHILL RECYCLING CENTER (SEALED BID 5900)	\$78,804.00	<u>(290398) QUICK BUILDINGS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 1
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Delivery Reference
 BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
001 BUILDING	1.00 EACH	48235.00000	48235.00

1 2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.	48235.00
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Ship To
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 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

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

002 INSTALLATION	1.00 EACH	3129.00000	3129.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.	3129.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 2
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

003 ADA RAMP	1.00 EACH	16300.00000	16300.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			16300.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 3
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

004	AWNING	1.00 EACH	1700.00000	1700.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			1700.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

005	FREIGHT	1.00 EACH	3640.00000	3640.00
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Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 4
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Delivery Reference
 BRENDA PARKER

Deliver To
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	PER YOUR ATTACHED EPROPOSAL			
	FOR LOCATION DROP OFF CONTACT R. WASHINGTON @ 251.208.7812			
	Vendor Item			
	Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			3640.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
006	SITE PREP AND FOOTERS	1.00 EACH	5800.00000	5800.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			5800.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 5
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

[Requisition Link](#)

Requisition Total 78804.00

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

Account	Amount	Remaining Budget
E C0981 .CONSTRUCTN.	78804.00	446.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	78804.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity Date	Clerk	Comment
CCancelled10/23/24	JOHN PAINE	Requisition item added changed

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released
--	---

Page 6

Vendor
 QUICK BUILDINGS LLC
 703 MERWINA AVE

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

MOBILE, AL 36606

Tel#251-471-8012
 Fax 251-473-4403

Delivery Reference
 BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/16/24 CARLEEN STOUT		Auto approved by: 910519420	
Approved	10/16/24 CASSIE BOATWRIGHT			
Approved	10/17/24 BRENDA RHODES			
Approved	10/17/24 TIFFANY HOLLINS		Auto approved by: 910511034	
Approved	10/17/24 RELYA MALLORY		Auto approved by: 910511034	
Rejected	10/17/24 DONALD ROSE		Insufficient funds: Bid Amt is	
Queued	10/23/24 CARLEEN STOUT		Insufficient funds: Bid Amt is	
Queued	10/23/24 CASSIE BOATWRIGHT		Insufficient funds: Bid Amt is	
Pending	BRENDA RHODES		Insufficient funds: Bid Amt is	
Pending	TIFFANY HOLLINS		Insufficient funds: Bid Amt is	
Pending	RELYA MALLORY		Insufficient funds: Bid Amt is	
Pending	DONALD ROSE		Insufficient funds: Bid Amt is	
Pending	SANDRA LEWIS		Insufficient funds: Bid Amt is	
Pending	STEVEN KRONINGER		Insufficient funds: Bid Amt is	
Pending	SAMANTHA COOLEY		Insufficient funds: Bid Amt is	
Pending	LONELL HARRIS		Insufficient funds: Bid Amt is	
Pending	ANNE FOLEY		Insufficient funds: Bid Amt is	
Pending	JOHN PAINE		Insufficient funds: Bid Amt is	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5900
PORTABLE/TEMPORARY BUILDING

TECHNOLOGY INTERNATIONAL	\$80,400.00
QUICK BUILDINGS MODULAR	\$78,804.00

BID SHEET

This is Not an Order

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:
09/04/2024	5900	ARCHITECTURAL ENG	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, SEPTEMBER 27, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-3	PORTABLE / TEMPORARY BUILDING Portable/temporary Building for office with minimum size of approximately 12' x 20' with restroom. Building should have a minimum of 1 restroom and 1 office area. Upon award, the City will purchase a minimum of one (1). Building to be provided with steps and ADA Ramp. Vendor will be responsible to deliver the building, set up, block up and anchor the building site. This will include providing and setting steps and ramps. The City of Mobile will make the final connections for electrical, fresh water and wastewater connections. The structure is to be new. Vendor will need to provide full description of the condition of the building(s) to be provided. The City reserves the right to inspect the building prior to award and issuance of the purchase order. The City will purchase the structure out right.					
	Page 1 of 3		TOTAL			

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 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 Alabama, 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.

Page_____ of _____

Page 266 of 906

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Price to be good for the 6-month period following the award of this bid. At the option of the City and the successful vendor, the award can be renewed for an additional 6-month period. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

City of Mobile, Recycling Center Building
Pinehill location

General Specifications

12' x 20' Modular building per plan attached
240 square feet
International Building Code
Alabama Manufactured Housing Commission approval
3rd Party
MBI seal
Business occupancy
Floor load: 50#
Wind speed: 160 MPH
Roof load: 5# ground snow load
Location: Mobile, Alabama

Frame: Outrigger frame with 95.5" I beam spacing
 6000# brake axles
 12" I beam
 Removable hitch
 Axle and hitches to be removed to provide spacing for piers

Floor: 2" x 8" floor joists at 16" on center
 5/8" Sturdi-floor plywood floor decking, double layer
 20 mil LVT floor throughout
 4" vinyl base cove
 Standard bottom board

Walls: 2 x 6 exterior walls
 2 x 4 interior walls
 Double top plate
 8' 6" wall for 8' finished ceiling height
 ½" gypsum with vinyl wall covering
 Standard trim package
 (1) 36" x 80" hollow core, pre-finished interior door in metal frame
 (1) Privacy lock for restroom, Grade 1 Tell
 (1) Floor mounted door stop

Roof: Box truss at 24" on center
 12" overhang with a single angle mansard with roof sloped
 to the HVAC wall
 7/16" fire rated decking
 60 mil white rubber membrane roof covering

	Hurricane straps, side wall type Attic ventilation as required
Ceiling	Finished ceiling at 8' 0" T grid, 2 x 2 tiles
Plumbing:	CPVC supply PVC waste (1) Electric on demand water heater ADA toilet with grab bars, standard tissue holder Flush valve on toilet Wall hung sink, mirror and metal wrist blade faucet
Electrical:	150 AMP load center, single phase Copper romex raceway MC cable above ceiling grid (3) LED lights in T grid (2) Occupancy sensors (1) Vandal resistant wall pack light (1) Combo emergency light/exit sign with remote head (4) 2 x 4 empty junction boxes; wiring by others for special systems (2) Dedicated receptacles (1) Combo bathroom vent/LED light (1) GFI (1) Exterior use GFI with weatherproof cover (1) Heat tape receptacle
HVAC:	(1) 1 ton wall mounted HVAC unit with 5kw heat Fiberglass supply ducts 10" x 10" ceiling supply grilles Return air thru wall at HVAC unit 7-day programmable thermostat
Exterior:	Hardi Panel stucco style Full house wrap Sheathing as required Angle, metal mansard with concealed drains and exposed downspouts 12" roof overhang Skirting to match
Windows:	(2) 36" x 60" white vinyl vertical slide window, insulated, Low E (2) Vinyl mini blinds
Door:	(1) 36" x 80" Steel door in steel jamb, ½ glass with blinds insert (1) Tell or equal keyed lever handle and closer

Insulation: Exterior wall R-13
Floor R-19
Roof R-30
Interior wall R-11

Misc: Aluminum landing, steps and ADA switchback ramp
Bolted to building and anchored to the ground

Installation to include site pad prep and poured footers

6' x 6' aluminum awning over the landing, with posts in concrete,
approx. 13' high



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)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for 15 iPad Pro computer tablets for Build Mobile.

Amount of Contract:

\$21,476.08

Funding Source

General fund.

ATTACHMENTS:

1. 20241024 SHI Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 29 October 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for 15 iPad Pro computer tablets for Build Mobile. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$21,476.08

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

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
<u>446</u>	2025	(3040) BUILD MOBILE EXEC DIRECTOR	15 IPAD PRO COMPUTER TABLETS FOR BUILD MOBILE (AL STATE CONTRACT)	\$21,476.08	<u>(272641) SHI</u> <u>INTERNATIONAL</u> <u>CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference IPADS AND ACCESSORIES Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT #MA24000004608 AND YOUR QUOTE #25392794.

001	EMAIL PO TO: NIRAV_PATEL@SHI.COM ITEM: Apple 13-inch iPad Pro Wi-Fi - Tablet - 256 GB - 13" Tandem OLED (2752 x 2064) - with standard glass - space black Supplier Part No: SHIQuoteItem:48259165 Manufacturer Part No: MVX23LL/A Manufacturer Name: Apple Supplier Quote No: ReqWebOrderID=25631388...LineNum=1. :.MfgPartNum=MV NIGP: UNSPSC: 43211503	15.00 EACH	1227.55000	18413.25
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1	1000.45.20.3040.3042.3000.0000.0000.47020.			18413.25
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Ship To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644
 Delivery Reference
 IPADS AND ACCESSORIES

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference IPADS AND ACCESSORIES Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
002	ITEM: 3YR Hardware Service Plan + Accidental Damage Protection Supplier Part No: SHIQuoteItem:25392794:13883771 Manufacturer Part No: MWS-WRNTYSVC-01 Manufacturer Name: Vertex Leadership Group Supplier Quote No: ReqWebOrderID=25631388.. LineNum=2..MfgPartNum=MW NIGP: UNSPSC: 43000000	15.00 EACH	140.85000	2112.75
1	1000.45.20.3040.3042.3000.0000.0000.47020.			2112.75

Ship To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644
 Delivery Reference
 IPADS AND ACCESSORIES

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference IPADS AND ACCESSORIES
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Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	1272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

LN Description / Account	Qty	Unit Price	Net Price
003 ITEM: CODi - Back cover for tablet - rugged - silicone, polycarbonate - for Apple 13-inch iPad Pro (M4) Supplier Part No: SHIQuoteItem:48380887 Manufacturer Part No: C30705092 Manufacturer Name: CODi Supplier Quote No: ReqWebOrderID=25631388...LineNum=3. :.MfgPartNum=C3 NIGP: UNSPSC: 43211801	16.00 EACH	39.59000	633.44

1 1000.45.20.3040.3042.3000.0000.0000.47020. 633.44

Ship To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644
 Delivery Reference
 IPADS AND ACCESSORIES

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

004 ITEM: CODi - Screen protector for tablet - glass - for Apple 13-inch	16.00 EACH	19.79000	316.64
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference IPADS AND ACCESSORIES
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Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	iPad Air (M2) Supplier Part No: SHIQuoteItem:48503382 Manufacturer Part No: A09129 Manufacturer Name: CODi Supplier Quote No: ReqwebOrderID=25631388...LineNum=4. :.MfgPartNum=A0 NIGP: UNSPSC: 44111520			

1	1000.45.20.3040.3042.3000.0000.0000.47020.			316.64
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Ship To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644
 Delivery Reference
 IPADS AND ACCESSORIES

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Requisition Link

Requisition Total	21476.08
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.20.3040.3042.3000.0000.0000.47020.	21476.08	37870.75

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 0000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference IPADS AND ACCESSORIES Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

Account	Amount	Remaining Budget
HISTORIC DEVELOPMENT EXP	EQUIPMENT (LESS THAN \$5000)	

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

Activity	Date	Clerk	Comment
Forward	10/10/24	MICHAEL SPAFFORD	Automatic Forward to 910519540
Approved	10/11/24	DONALD ROSE	Auto approved by: 9105fola
Approved	10/11/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/11/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/11/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	10/11/24	LONELL HARRIS	Auto approved by: 9105fola
Approved	10/11/24	ANNE FOLEY	
Approved	10/11/24	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____

Signature



Contract Header

Contract

Apple PCs, Accessories, & Technical Services

Type

Master Agreement

Supplier

SHI INTERNATIONAL CORP

Contract Code

MA240000004608

Linked Solicitation

Apple PCs, Accessories, & Technical Services

Sourcing Number

SRC0000019170

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
5 Record(s)			

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

12/26/2023

End Date

12/25/2024

Documents

- Master_Agreement_V1.pdf

Items

Item Name	Product Code	UOM
Apple OEM Monitors 5% Discount	MA240000004606-2	0.00 Each
Apple OEM Personal Computers 5.5% Discount	MA240000004608 -1	0.00 Each
Apple OEM Compatible Accessories 10% Discount	MA240000004608 -3	0.00 Each
Supplier Technical Services 25% Discount	MA240000004608 -4	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for annual renewal of Adobe Enterprise software subscriptions for MIT

Amount of Contract:

\$68,502.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241024 SHI2 Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 29 October 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for annual renewal of Adobe Enterprise software subscriptions for MIT. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$68,502.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

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
<u>1292</u>	2025	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF ADOBE ENTERPRISE SOFTWARE SUBSCRIPTIONS FOR MIT (AL STATE CONTRACT)	\$68,502.00	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #25452031.
 NASPO CONTRACT #CTR060028.

001	EMAIL PO TO" LEXI_STEWART@SHI.COM. Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months **Inclusive of Up To 5,000 Transactions (Subscription Limit)** Adobe - Part#: 65318659 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	1.00 EACH	21000.00000	21000.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			21000.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

002	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	48.00 EACH	206.85000	9928.80
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1	1000.10.23.5000.5000.5000.0000.0000.42115.			9928.80
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 DEIRDRA STATES

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
003 Adobe Acrobat Standard Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286683 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	15.00 EACH	160.65000	2409.75

1 1000.10.23.5000.5000.5000.0000.0000.42115.	2409.75
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 DEIRDRA STATES

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

004 Adobe Creative Cloud Pro Term License - Per User - 12 Months Adobe - Part#: 65299026 Contract Name: NASPO SOFTWARE	9.00 EACH	1312.50000	11812.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD 1000.10.23.5000.5000.5000.0000.0000.42115.			11812.50
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
005	Adobe Creative Cloud Single App Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65300292 8 \$493.50 \$3,948. 00 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage	8.00 EACH	493.50000	3948.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3948.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	Adobe Sign for Enterprise Subscription - Professional Services (See attachment for SOW) - 12 Months Adobe - Part#: 65315954 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	1.00 EACH	5250.00000	5250.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			5250.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	47.00 EACH	206.85000	9721.95
1	1000.10.23.5000.5000.5000.0000.0000.42115.			9721.95

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	Adobe Creative Cloud Pro Term License - Per User - 12 Months Adobe - Part#: 65299026 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	3.00 EACH	1312.50000	3937.50
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3937.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	Adobe Creative Cloud Single App Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65300292 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	1.00 EACH	493.50000	493.50
1	1000.10.23.5000.5000.5000.0000.0000.42115.			493.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 9
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total 68502.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	68502.00	3856784.24
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	10/23/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/23/24	SCOTT KEARNEY	
Approved	10/23/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	10/24/24	DONALD ROSE	Auto approved by: 9105fola
Approved	10/24/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/24/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/24/24	SAMANTHA COOLEY	Auto approved by: 9105fola



Contract Header

Contract

Software, Valued Added Reseller

Type

Master Agreement

Supplier

SHI INTERNATIONAL CORP

Contract Code

MA230000003919

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
SouthEastTeamGov@shi.com SHI PO Contact SouthEastTeamGov@SHI.com 800-715-3197			
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

3 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

4/1/2023

End Date

4/24/2027

Documents

- State of Alabama PA(031623).docx.pdf
- Cost Plus pricing NASPO SVAR - Alabama.pdf

Items

Item Name	Product Code	UOM
Software	230000003919-01	Each
Software, consumption based only	230000003919-02	USD
SHI PunchOut	shi	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for fall semester tuition for paramedic education assistance. 7 Advanced EMT students, 4 Paramedic 2nd semester students, 7 Paramedic 3rd semester students.

Amount of Contract:

\$92,890.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241023 USA Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 29 October 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for fall semester tuition for
paramedic education assistance. 7 Advanced EMT, 4 Paramedic 2nd semester, 7 Paramedic 3rd
semester. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$92,890.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Intergovernmental purchase, professional service.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

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
<u>910</u>	2025	(1510) FIRE ADMINISTRATION	FALL SEMESTER TUITION FOR FIREFIGHTERS: 7 FOR ADVANCED EMT, 4 FOR 2 ND SEMESTER PARAMEDIC, 7 FOR 3 RD SEMESTER PARAMEDIC (INTERGOVERNMENTAL; PROFESSIONAL SERVICE)	\$92,890.00	<u>(281269)</u> <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MFRD'S TRAINING AGREEMENT WITH THE UNIVERSITY OF SOUTH ALABAMA TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION FEE FOR JONATHAN BEASLEY ID#J00685780
Vendor Item
Inventory Item/Loc 12252

1	1000.30.15.1510.1522.1510.0000.0000.45060.	637.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
002 TRAINING CLASS	1.00 EACH	5897.00000	5897.00

Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR JONATHAN BEASLEY ID#J00685780
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5897.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003 TRAINING CLASS	1.00 EACH	761.00000	761.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR TRISTA BLACK ID#J00701339 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			761.00
	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			

004 TRAINING CLASS	1.00 EACH	4730.00000	4730.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR TRISTA BLACK ID #J00701339 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1522.1510.0000.0000.45060.			4730.00
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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

005	TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION FEE FOR CODY CHANDLER ID#J00772597
Vendor Item

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account Inventory Item/Loc 12252	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.45060.			637.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
006	TRAINING CLASS	1.00 EACH	5897.00000	5897.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR CODY CHANDLER ID#J00772597 Vendor Item Inventory Item/Loc 12252				
1	1000.30.15.1510.1522.1510.0000.0000.45060.			5897.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	TRAINING CLASS Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR AMBER DEAN ID#J00696708 Vendor Item Inventory Item/Loc 12252	1.00 EACH	2820.00000	2820.00
1	1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

008 TRAINING CLASS	1.00 EACH	602.00000	602.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR AMBER DEAN ID#J00696708
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.		602.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009 TRAINING CLASS	1.00 EACH	2820.00000	2820.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR SCOTT DeFRATE ID#J00745015 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
010	TRAINING CLASS 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	1.00 EACH	602.00000	602.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR SCOTT DeFRATE ID#J00745015 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			602.00

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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 10
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

011 TRAINING CLASS	1.00 EACH	586.00000	586.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION FEE FOR RICHARD ELLIOTT ID#J00390368
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	586.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
012	TRAINING CLASS	1.00 EACH	2820.00000	2820.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR RICHARD ELLIOTT ID#J00390368 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 12
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
013	TRAINING CLASS	1.00 EACH	602.00000	602.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR BARRY FLEMING ID#J00599520 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			602.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014 TRAINING CLASS	1.00 EACH	2820.00000	2820.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR BARRY FLEMING ID#J00599520 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 14
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015	TRAINING CLASS	1.00 EACH	2820.00000	2820.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR KELAN JAMES ID#J00478088 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

016 TRAINING CLASS	1.00 EACH	602.00000	602.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR KELAN JAMES ID#J00478088
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	602.00
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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 16
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

017 TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION FEE FOR JACOB JONES ID#J00771985
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	637.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 17
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

018 TRAINING CLASS	1.00 EACH	9398.00000	9398.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR JACOB JONES ID#J00771985
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	9398.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

019 TRAINING CLASS	1.00 EACH	5897.00000	5897.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR CALEB KIEFER ID#J00772218
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5897.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 19
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
020 TRAINING CLASS	1.00 EACH	430.00000	430.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR CALEB KIEFER ID#J00772218 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			430.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

021 TRAINING CLASS	1.00 EACH	207.00000	207.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR CALEB KIEFER ID#J00772218
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.			207.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

022 TRAINING CLASS	1.00 EACH	602.00000	602.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR NICHOLAS LuGRAIN ID#J00620394
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.			602.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 22
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
023	TRAINING CLASS	1.00 EACH	2820.00000	2820.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR NICHOLAS LuGRAIN ID#J00620394 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 23
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
024	TRAINING CLASS 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	1.00 EACH	777.00000	777.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR DENNIS MECSKO ID#J00668396 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			777.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 24
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
025	TRAINING CLASS 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	1.00 EACH	4730.00000	4730.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR DENNIS MECSKO ID#J00668396 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			4730.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

026 TRAINING CLASS	1.00 EACH	5897.00000	5897.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR HUNTER NADER ID#J00747309
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5897.00
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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 26
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

027 TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION FEE FOR HUNTER NADER ID#J00747309
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	637.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

028 TRAINING CLASS	1.00 EACH	777.00000	777.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR KYLE SEBER ID#J00303987
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.		777.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 28
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

029 TRAINING CLASS	1.00 EACH	4730.00000	4730.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR KYLE SEBER ID#J00303987
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	4730.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 29
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

030 TRAINING CLASS	1.00 EACH	777.00000	777.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR WILLIAM SIBLEY ID#J00283222
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	777.00
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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 30
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

031 TRAINING CLASS	1.00 EACH	4730.00000	4730.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION TUITION FOR WILLIAM SIBLEY ID#J00283222
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	4730.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 31
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
032 TRAINING CLASS	1.00 EACH	602.00000	602.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR LUCAS THORNTON ID#J00479269 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			602.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 32
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
033 TRAINING CLASS	1.00 EACH	2820.00000	2820.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR LUCAS THORNTON ID#J00479269 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 33
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

034 TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR TYRUS TURNER ID#J00662264
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	637.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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

035 TRAINING CLASS	1.00 EACH	5897.00000	5897.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR TYRUS TURNER ID#J00662264
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5897.00
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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 35
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

036 TRAINING CLASS	1.00 EACH	672.00000	672.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION FEE FOR DAN YOUNG ID#J00651470
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	672.00
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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 36
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

037 TRAINING CLASS	1.00 EACH	3563.00000	3563.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION TUITION FOR DAN YOUNG ID#J00651470
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	3563.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
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 MOBILE, AL 36688-0002

Ship To
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 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
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Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Requisition Link

Requisition Total 92890.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.		
FIRE SUPPRESSION DIV EXP TRAINING	92890.00	8493034.59

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

Activity	Date	Clerk	Comment
Approved	10/22/24	DONALD ROSE	Auto approved by: 910518227
Approved	10/22/24	SANDRA LEWIS	
Approved	10/22/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	10/22/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	10/22/24	LONELL HARRIS	Auto approved by: 910518227
Approved	10/22/24	ANNE FOLEY	Auto approved by: 910518227
Approved	10/22/24	JOHN PAINE	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 38
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
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Delivery Reference
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 2851 OLD SHELL ROAD

 MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Mobile Fire-Rescue Department Paramedic Education Assistance Policy

1. Purpose This policy outlines the procedures and requirements for Mobile Fire-Rescue Department (MFRD) firefighters to receive financial assistance for attending paramedic courses at the University of South Alabama (USA) or Coastal Community College (CCC) to obtain their paramedic license. With a local, as well as national shortage of Paramedics, this program will ensure Mobile Fire Rescue Department maintains it's ability to provide the citizens of Mobile with qualified personnel who have the training to administer Advanced Life Support measures in the pre-hospital setting.

2. Enrollment and Approval Process

a. Sign-Up Process

1. Firefighters must first express interest in taking paramedic courses by signing up through the designated MFRD internal system.

b. Approval Requirements

1. The firefighter must be approved by the following entities:
 - The chosen educational institution (USA or CCC)
 1. Firefighters intending to enroll must meet with the EMS Coordinator prior to course registration to discuss program requirements and expectations.
 - The EMS Division of MFRD
 1. EMS Division will maintain a current list of Firefighters in the program as well as progress and anticipated completion dates.
 2. Enter all AL required for approved class and clinical dates.
 - MFRD Fire Administration

c. Contract Agreement

1. Approved firefighters are required to sign a contract committing to repay the City of Mobile for course expenses if they leave the department after completing the paramedic program.
2. Per Code of Alabama 1975 Section 22-18-8 the department will pursue reimbursement from the employee's new employer if within 24 months of training that employee leaves the department.

Reimbursement by new employer for training expenses.

In those instances in which EMSP of any municipality, county, fire district, or the state are employed by the State of Alabama, any county, fire district, or another municipality, within 24 months after completing the training requirements mandated by this chapter, or by rules adopted by the board, the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, and any other related training expenses,

shall be reimbursed to the municipality, county, fire district, or the state which paid for the training. The municipality, county, fire district, or the state which paid for the training shall submit an itemized sworn statement to the new employer of the EMSP, shall demand payment thereof, and may enforce collection of the obligation through civil remedies and procedures. The EMSP shall have the same meaning as in Section 22-18-1. (Acts 1996, No. 96-626, p. 997, §2; Act 2002-424, p. 1090, §1; Act 2010-584, p. 1304, §1.)

3. Firefighters will be required to sign FERPA agreements allowing authorized MFRD personnel to communicate with Education Staff regarding grades, attendance, and overall progress in coursework.

3. Financial Assistance Procedures

a. Authorization Letter

1. Prior to the start of classes, the Chief of Staff will send a letter to the registrar's office of the chosen college to confirm which personnel are approved for financial assistance for fees and tuition.

b. Invoicing and Payment

1. After the drop date, the colleges will send invoices to MFRD for the approved personnel.
2. The department will verify the invoice names against the list of approved personnel.
3. Once verified, the invoice will be submitted for a requisition to the City Purchasing Department for a Purchase Order (PO).

4. Course Curriculum and Costs

a. Curriculum Standards

1. The paramedic program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.
2. Pre-requisites include:
 - Current National Registry of Emergency Medical Technicians (NREMT) certification
 - State of Alabama EMT license
 - Course completion certificate from a state-approved Advanced Emergency Medical Technician (AEMT) course
 - If holding NREMT AEMT certification, an Alabama AEMT license is required.

b. Course Details and Costs at USA

Advanced EMT (Only one semester)

- **Courses:** EMS 140, EMS 141, EMS 143, EMS 210, EMS 200
- **Total Credit Hours:** 15
- **Tuition:** \$5835.00
- **Fees:** \$466.00
- **Textbook:** \$792.39
- **Total Cost:** \$7093.39

Paramedic First Semester (P1)

- Courses: EMS 212, EMS 214, EMS 216, EMS 217
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Textbook: \$650.95 - \$867.95
- Total Cost: \$5,699.95 - \$5,916.95

Paramedic Second Semester (P2)

- Courses: EMS 240, EMS 242, EMS 244, EMS 245, EMS 247
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Manuals: \$130.00 (ACLS and PALS)
- Total Cost: \$5,179.00

Paramedic Third Semester (P3)

- Courses: EMS 295, EMS 297
- Total Credit Hours: 7
- Tuition: \$2,723.00
- Fees: \$281.00
- Assessment Package: \$120.75
- Total Cost: \$3,124.75

Total Program Cost: \$14,003.70 – \$14,220.70 \$21,097.09-\$21,314.09

Note: Costs do not include clinical uniforms or other miscellaneous fees. Clinical uniform requirements vary based on clinical site and may include navy blue scrubs or USA EMS Student polo with navy blue EMS pants, black shoes/boots, and a black belt. A stethoscope is also required.

c. Course Details and Costs at CCC

Advanced EMT (Only one semester)

- **Courses:** AEMT, AEMT Clinical
- **Total Credit Hours:** 9
- **Tuition:** \$1,143.00
- **Fees:** \$481.00
- **Textbook:** \$200.00
- **Total Cost:** \$1824.00

Paramedic First Semester

- **Courses:** Paramedic Cardiology, Paramedic Operations, Paramedic Pharmacology, Paramedic Clinical I
- **Total Credit Hours:** 8
- **Tuition:** \$1328.00
- **Fees:** \$95.50
- **Textbook:** \$325.00
- **Total Cost:** \$1962.50

Paramedic Second Semester

- **Courses:** Paramedic Medical Emergencies, Paramedic Trauma Management, Paramedic Special Populations, Paramedic Clinical II
- **Total Credit Hours:** 11
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Paramedic Third Semester

- **Courses:** Paramedic Transition to Workforce, Advanced Competencies for Paramedics, Paramedic Field Preceptorship, Paramedic Team Leadership
- **Total Credit Hours:** 10
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Total Program Cost: \$7296.50

(Note tuition cost are subject to change based on the school)

5. Additional Responsibilities

a. Health and Immunizations

1. Students must show proof of health insurance or sign a waiver.
2. Proof of required immunizations must be provided. MFRD Health and Safety Officer will assist in coordinating immunizations if needed by Firefighters.

b. Travel and Equipment

1. Students are responsible for travel expenses to and from clinical and field internship sites.
2. Purchase of required clinical equipment will be MFRD's responsibility.

c. Certification Maintenance

1. Students must maintain current Healthcare Provider (CPR) certification and Advanced EMT licensure throughout the program.

6. Compliance and Enforcement

All firefighters participating in this program are expected to adhere strictly to the outlined procedures and requirements. Non-compliance may result in financial reimbursement to the City and other disciplinary actions as deemed necessary by MFRD administration.

7. Recruit Initial Emergency Medical Technician (EMT) Training

The District Chief of Training will coordinate with University of South Alabama (USA) or Coastal Community College (CCC) to facilitate the training of new MFRD recruits that have not received EMT certification. The EMT course shall include such basic emergency medical training as required to meet the national standards, and it shall be delivered in-person.

a. Course Curriculum and Costs

i. Curriculum Standards

1. The EMT program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.

ii. Curriculum Cost

1. USA - \$2,000.00 / per student not to exceed twenty-five (25).
2. CCC - \$1,745.00 / per student not to exceed twenty-five (25).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize service contract SC-018-24 with Goram Air Conditioning, Inc. for HVAC maintenance and repairs at various City of Mobile facilities; NTE \$300,000.00; sponsored by Mayor Stimpson (submitted by Cassie Boatwright, Real Estate Asset Management Dept and Cliff Thomas, Facilities Maintenance)

Amount of Contract:

NTE \$300,000.00 yearly

Funding Source

CO837 HVAC Repairs & Maintenance-Vars Loc (20002000-48010)

ATTACHMENTS:

1. CIVICPLUS routing for SC-018-24 HVAC Maint & Repair

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

2024

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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	GORAM AIR CONDITIONING, INC.
Project Name:	SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR – VARIOUS CITY OF MOBILE FACILITIES
Project Number:	SC-018-24
Amount:	NTE \$300,000.00 PER YEAR

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HVAC REPAIRS & MAINTENANCE-VARS LOC (SERVICE CONTRACT)

CAPITAL PROJECT #: C0837 (20002000-48010) DATE OF RECEIPT: _____

BUILDING SERVICES PROJECT #: SC-018-24

CONTRACT AMOUNT: NTE \$300,000.00

PROJECT DESCRIPTION: TO PERFORM ALL HVAC MAINTENANCE AND REPAIRS AT VARIOUS CITY OF MOBILE FACILITIES

VENDOR NAME: GORAM AIR CONDITIONING INC.

VENDOR NUMBER: 074050

DEPT #: 3035 DEPT NAME: FACILITIES MAINTENANCE

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: 10/17/2024

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **Agreement** made and entered into _____ day of _____, in the year 2024.

By and between the CITY OF MOBILE, by the Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR:** Goram Air Conditioning, Inc.
1252 Houston Street
Mobile, Alabama 36606

City Business License Number: 195350

City of Mobile Vendor Number: 074050

State of Alabama Business Entity Number: 000-036-895

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-018-24

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 written Notice to Proceed, issued by the Owner. The term of the Contract is for one (1) year from the date of the Notice to Proceed.

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, a Total Contract Sum not to

exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates:

BASE BID – MAINTENANCE & REPAIR SERVICES - for all Basic Services as specified shall be billed as follows:

Hourly rates for HVAC Maintenance and Repair services shall be as follows:

HVAC Technician:

Hourly Labor Rate	\$ <u>80.00</u> /hour
(between 8am and 5 pm)	
Overtime Labor Rate	\$ <u>80.00</u> /hour
(after 5pm and on weekends)	

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus fifteen (15%) percent.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly upon completion and inspections of the work specified.
- B. One (1) original invoice shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced 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.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to: City of Mobile, Facility Maintenance Department, 850 Owens Street, Mobile, Alabama 36604. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

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. This Instrument (Agreement)
2. Scope of Work
3. Exhibit A - Facility Equipment List
4. Bid Form
5. DBE Waiver Form

6. Alabama Secretary of State Business Entity Documentation
7. E-Verify Documentation
8. Certificate of Liability Insurance with Endorsements
9. General Conditions
10. Addendum One, dated June 6, 2024

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, 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 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.

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: Service Contractor 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 Director of Architectural Engineering.

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 of 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 Service 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.

8.11 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

affect 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.

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

SERVICE CONTRACTOR:

Goram Air Conditioning, Inc.

Signature

William S. Stimpson, Mayor, City of Mobile
Printed Name and Title

Signature

Darren Deas/Vice President
Printed Name and Title

ATTEST:

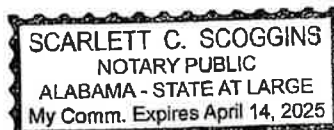
City Clerk

STATE OF Alabama
COUNTY OF At Large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren Deas as Vice President of Goram Air Conditioning, Inc. and after being duly sworn, did depose and say that he/she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Vice President.
Sworn to and subscribed for me this 15 day of July, 2024.

Scarlett C. Scoggins
NOTARY PUBLIC

My Commission Expires: 4.14.25



END OF SECTION

CONTRACT AGREEMENT
PAGE 6 OF 6

SCOPE OF WORK
SC-018-24
HVAC MAINTENANCE AND REPAIR

General:

Service Contractor shall furnish all labor, materials and parts, tools and equipment necessary to service, maintain, and repair existing heating, ventilation, and air conditioning (HVAC) equipment, or install new equipment, for selected City-owned facilities. The facilities include, **but shall not be limited to, the following:**

1. Mobile Animal Shelter - 855 Owens Street
2. Azalea City Golf Course - 1000 Gaillard Dr.
3. Hurtel (Wright) Armory – 1900 Hurtel Street
4. Library Administration – 700 Government Street
5. Library Local History and Genealogy – 753 Government Street
6. Ben May Main Library – 701 Government Street
7. Municipal Archives – 457 Church Street
8. History Museum of Mobile – 111 South Royal
9. Police Special Operations – 850 St. Anthony Street
10. Public Works Garage – 770 Gayle Street
11. Public Works Administrative/Service Buildings – 770 Gayle Street
12. Tillman's Corner Community Center – 5055 Carol Plantation Road
13. West Regional Library – 5555 Grelot Road
14. Western Administrative Complex (WAC) – 4851 Museum Drive
15. Police Central Headquarters – 2460 Government Street
16. FS 3 – Central Fire Station – 701 St. Francis Street
17. Gulf Coast Exploreum – 65 Government Street
18. Mobile Civic Center – 401 Civic Center Drive
19. Connie Hudson Mobile Regional Senior Community Center- 3200 Hill Crest Road
20. Mobile Museum of Art- 4850 Museum Drive

A general description of the heating, ventilation, and air conditioning equipment to be serviced at the above listed facilities is listed under HVAC Maintenance and Repair – Facility Equipment List (attached as Exhibit A).

Maintenance and Repair Service:

Service Contractor shall provide necessary maintenance and repair services to keep the specified equipment and other associated equipment in good and working order. Required HVAC/building controls and fire alarm work will be completed by Owner under a separate contract.

All work shall be under the direction of the City of Mobile, Facilities Maintenance, Department. All maintenance and repair service shall be scheduled by the Building Maintenance Superintendent or designated representative.

Upon receiving a request for maintenance and repair service, Service Contractor shall dispatch a single HVAC Technician to inspect/diagnose the problem and provide an estimate of number of

hours of labor, number of HVAC technicians or other staff required if more than one, and cost of parts or equipment required to complete the Work. No work shall begin and no parts or equipment shall be ordered prior to approval, in writing, by the Facilities Maintenance Department. Service Contractor shall notify the Facilities Maintenance Department immediately of any obstacles encountered that may be preventing Service Contractor from completing assigned projects. All work shall be inspected and approved by a representative of the Facility Maintenance Department prior to final payment.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement.

Time of Performance:

Normal working hours are considered to be Monday through Friday 8:00 a.m. to 5:00 p.m. Response times for the contractor to respond to a given request by the City are as follows:

Scheduled maintenance and repair service:
within twenty-four (24) hours

Emergency repair service:
Monday through Friday between 8:00 am and 5:00 pm - within one (1) hour
Monday through Friday after 5:00 pm and on weekends - within
two (2) hours.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facilities Maintenance Department.

Upon arrival at a facility, the Service Contract Technician(s) shall check in with the facility staff to make them aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facilities Maintenance Department representative.

All work shall be done in accordance with all State and Local Codes and all Federal Regulations.

Payments will be made monthly for completed services upon approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facilities Maintenance Department.

For purposes of billing, invoiced time shall include the number of hours Service Contract Technician(s) was actively engaged in repair or maintenance work for the specified facility, including reasonable travel time.

Each service must be invoiced separately, and an invoice received no later than the 25th day of each month in which the work was performed.

Service Contractor must employ, at minimum fifteen (15) HVAC Technicians who possess a minimum of one year journeyman level experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

Miscellaneous Provisions:

Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

END OF SECTION

**EXHIBIT A
HVAC MAINTENANCE AND REPAIR
FACILITY EQUIPMENT LIST**

Mobile Animal Shelter 855 Owens Street		
Manufacturer	Model #	Capacity
Goodman	GSH130481AF	4 tons
Rudd	M2206 12886	NA
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
LG	NA	1.5 tons
Whirlpool	NA	1.5 tons

Azalea City Golf Course 1000 Gaillard Dr.		
Manufacturer	Model #	Capacity
Fosteria	NA	1.5 tons
Friedrich	NA	1.5 tons
Fireshield	EST	NA
Trane	2TTB2060A	5 tons
Rheem	RA1442AJINA	4 tons
Rheem	RA1442AJINA	4 tons
Trane	2TTB2072A	6 tons
Trane	2TTB2072A	6 tons
Trane	2TTA3036A	3 tons

Hurtel (Wright) Armory 1900 Hurtel Street		
Manufacturer	Model #	Capacity
Samsung	AQX36VFUAGM	3 tons
Samsung	AQX36VFUAGM	3 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC030500	3 tons
Mitsubishi	Mini-split	2 Tons
Trane	38YCC048540	4 tons

EXHIBIT A
PAGE 1 OF 12

Trane	38YCC060540	5 tons
Trane	38YCC048540	4 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC048540	4 tons
Daikin	DZ13SA0603AA	5 tons
Daikin	PH13PR060-H	5 tons
Daikin	DZ13SA0603AA	5 tons
Trane	TWA036D300A0	3 tons
Goodman	GSH13036ICC	3 tons
Goodman	GSH13042IBB	3.5 tons
American Standard	4A7C3042A3000BA	3 tons
Goodman	GPG1330070M41BA	6 tons

Library Administration 700 Government Street		
Manufacturer	Model #	Capacity
Armstrong Air	13ACD-036-230-15	3 TONS

Library Local History and Genealogy 753 Government Street		
Manufacturer	Model #	Capacity
Bryant	569DPX090000AA	7.5 tons

Ben May Main Library 701 Government Street		
Manufacturer	Model #	Capacity
TACO	FL-2511	130 GPM/7.5 HP
TACO	FL-2511	130 GPM/7.5 HP
Trane	RTAC-1554	155 Tons
TACO	FL-2513	295 GPM/20 HP
TACO	FL-2513	295 GPM/20 HP
Trane	BCVC036	1260 CFM
Trane	BCVC036	750 CFM
Trane	BCVC0024	600 CFM
Trane	BCVC0090	2350 CFM
Trane	BCVC036	1000 CFM
Trane	BCVC0024	700 CFM

Trane	BCVC0072	2000 CFM
Trane	BCVC0090	2450 CFM
Trane	BCVC036	825 CFM
Trane	BCVC0072	2450 CFM
Trane	BCVC0024	700 CFM
Trane	BCVC0090	2900 CFM
Trane	BCVC0090	3600 CFM
Trane	BCVC0054	1775 CFM
Trane	BCVC0072	2200 CFM
Trane	BCVC036	1100 CFM
Trane	BCVC0018	650 CFM
Trane	BCVC036	1500 CFM
Trane	BCVC0054	2025 CFM
Trane	BCVC0054	1400 CFM
Trane	BCVC036	1200 CFM
Trane	BCVC0072	1700 CFM
Trane	BCVC0072	1700 CFM
Trane	BCVC036	1600 CFM
Trane	BCVC0072	2000 CFM
Trane	BCVC0090	2650 CFM
Trane	BCVC0090	3450 CFM

Municipal Archives 457 Church Street		
Manufacturer	Model #	Capacity
Bryant	576BPX300000	48 tons
Bryant	576BPX300000	48 tons
Trane	NA	15 hp
Trane	NA	15hp

History Museum of Mobile 111 South Royal Street		
Manufacturer	Model #	Capacity
Trane	MCCA006UB000A000U	3000 CFM
Trane	MCCA008GAW0ABBB000D0 EAA00C0A0000BA000D000	4000 CFM
Trane	MCCA008GAW0ABB000E0E EAA0C0A0000AA000D0000	4000 CFM
Trane	MCCA010GAW0ABB000D0C EA00C0A0000AC000D0000	5000 CFM

Trane	MCCA012GAW0ABB000F0E EAA0C0A0000BC000D0000	6000 CFM
Trane	MCCA021CAK0C0F0A000000 0	10500 CFM
Trane	MCCA025ACH0CA0D000	12500 CFM
Trane	MCCA010MAH0C0C0A00AC 0000000	5000 CFM
Trane	MCCA021GAW0ABA000F0C EAA0C0A0000AC000D00000	10500 CFM
Trane	MCCA012MAH0C0C0A00AC 000000000	6000 CFM
Trane	MCCA012GAW0ABC000F0C EAA0C0A0000AC000D00000	6000 CFM
Trane	MCCA012BDJ0C0EA0000000	6000 CFM
Raypak	H2-2500	2,499 MBH
Trane	RTAA1004/L01A3DOBN	100 Ton
Trane	RTAA100AYL01A3DOB	100 Ton
Baldor	CAT. No. M3313T	10 HP
Baldor	CAT. No. M3313T	10 HP
Kone	456-230	12000 lb
Kohler	Kohler 400	400 kW
Metasys	NA	

Police – Special Operations 850 St. Anthony Street		
Manufacturer	Model #	Capacity
<i>1 chill water pump for the entire building (1975) no back up pump</i>		
<i>1 hot water heater for the entire building (1975) no back up pump</i>		
Trane Chiller #1	CGADC50GAFA1RE	
Trane Chiller #2	CGADC50GAFA1RE	
<i>1st floor fan/coil units, each has hot water coils and chill water coils; approx 35 units serving the first floor offices only pneumatic cw valves and bw valves</i>		
Airtherm	06-IL-F	
<i>Large air handler. 4th floor/attic serves 2nd and 3rd floors only. Installed in 1975 during building renovation. No visible tags or plates on the unit.</i>		
<i>Mixing pneumatic boxes on 2nd and 3rd floors above drop ceilings: Aeronca, Inc. Environmental Control Group.</i>		
Public Works Garage 770 Gayle Street		
Manufacturer	Model #	Capacity
Dayton	Not Visible	

Perfect Air	Not Visible	
Goodman	PCK024-1C	2 tons

Public Works Administrative/Service Buildings 770 Gayle Street		
Manufacturer	Model #	Capacity
Main Building		
<i>Unit Heaters - about 20 throughout the facility with some replacements</i>		
<i>Baseboard heaters - some legacy systems at toilet rooms and training room</i>		
Goodman	CK60-10	5 ton
Goodman	CK60-10	5 ton
Quietside (minisplit)	QSHC-182	2 ton
Payne	PA13NR024	2 ton
Gree (minisplit)	Not Legible	2 ton
Rheem	RAWL-090DAZ	7.5 tons
Goodman	GSC100904AC	7.5 tons
Goodman	GSC100904AC	7.5 tons
York	K4EU090A33A	NA
York	K4EU090A33A	NA
<i>There are approximately 9 through-wall units at individual office areas.</i>		
Truck Wash Bay		
Carrier	FB4ANF042	4 tons
Carrier	2099E12227	NA
Maintenance Division Office		
Payne	PA13NA036	3 tons
Rudd	UBHA 24J14SFBA1-T	2 ton
Goodman	GSL-4G-IL	3 tons
Sanitation		
Goodman	GSC130483CB	4 ton
York	HIRA036S25B	3 ton

Tillman's Corner Community Center 5055 Carol Plantation Road		
Manufacturer	Model #	Capacity
Trane	TWE240B300CA	20 Tons
Trane	TWE090A300CA	7.5 Tons
Trane	TWA090A300BC	7.5 Tons
Trane	TWA090A300BC	7.5 Tons
Trane	TWA090A300BB	7.5 Tons

Trane	TWA240B300BC	20 Tons
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West Regional Library 5555 Grelot Road		
Manufacturer	Model #	Capacity
TACO		5 HP
TACO		5 HP
Trane	RTAA1104XM01A3DOBP	110 TONS
Trane	RTAA1104XM01A3DOBP	110 TONS
TACO		20 HP
TACO		20 HP
Trane		17000 CFM
Trane		15000 CFM
Trane		16000 CFM
Trane		20000 CFM
Trane		6300 CFM

Western Administrative Complex (WAC) 4851 Museum Dr.		
Manufacturer	Model #	Capacity
Carrier	FA4ANF042	3-ton
unknown	unknown	approx 10-Ton
Samsung	unknown	approx 1.5-To
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	CGAFC60EAI1A100000009	approx 110-Ton
Trane	TWP036C100A3	3-Ton
Goodman	GSH130601AC	3-Ton
Goodman	GSG130601AC	3-Ton
Goodman	GSG130601AC	3-Ton
Quietside	QSHC-242	1.5-Ton
Carrier	unknown	2-ton
Quietside	unknown	1.5-Ton
Quietside	unknown	1.5-Ton
Samsung	AR09JSALBWKNC	2-ton
Trane	CCDB17AEGE0	approx 20-Ton
Trane	CCDB12BNEE	approx 20-Ton
Trane	CCDB12BNEE	approx 20-Ton

EXHIBIT A
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Modine	unknown	180,000-BTU
Liebert	MCS056E8YDA098	20-Ton
Liebert	MCS056E8YDA098	20-Ton
Gemini	unknown	approx 10-Ton
Bryant	580FPU150224ABGA	12.5 Ton
Carrier	unknown	approx 10-To
Mitsubishi	MUH09EW	1.5-Ton
Mitsubishi	MUH09EW	1.5-Ton
Samsung	ARO9JSALBWKC	2-ton
Carrier	unknown	1.5-Ton
Carrier	unknown	1.5-Ton
Mitsubishi	unknown	1.5-Ton
Yok-Sipley	SPW-50-N	675,000-BT
Taylor Power Systems	TD275	280-kW
Taskmaster	unknown	unknown
Taskmaster	unknown	unknown
Simples	unknown	unknown

Police Central Headquarters 2460 Government Street		
Manufacturer	Model #	Capacity
(1) - Goodman	Split System	1.5 Ton
(2)- Carrier	Package Unit	3 Ton
(2) - Rheem	Split System	7.5 Ton
(1) -Trane	Split System	7.5 Ton
(1) Trane	AHU	10 Ton
(1) Rheem	AHU	10 Ton
(4) Rheem	Condenser	5 Ton
(2) Rheem	Split	4 Ton
(2) Trane	Water Cooled AHU	10 Ton
(1) Rheem	AHU	2 Ton
(3) Trane	Water Cooled AHU	5 Ton
(1) Trane	Water Cooled AHU	6 Ton
(1) Carrier	Condenser	4 Ton
(1) Carrier	Condenser	3 Ton
(1) Trane	AHU	7.5 Ton
(1) York	AHU	7.5 Ton
(1) Goodman	Condenser	7.5 Ton
(1) Trane	Condenser	7.5 Ton
(1) Gibson	Condenser	2 Ton
(2)	Roof Top Cooling Towers	unknown
(1) Bohn	Condenser	7.5 Ton

EXHIBIT A
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(1) Bard	Trailer Unit	3 Ton
FS 3 - Central Fire Station 701 St Francis Street		
Manufacturer	Model #	Capacity
(1) Bryant	Split System	10 Ton
(1) Goodman	Split System	3.5 Ton
(1) Trane	Package Unit	15 Ton
(1) Ruud	Split System	6 Ton
(3) Perfect Air	Window Unit	24K Btu
(1) Goodman	Split System	2.5 Ton
(1) Goodman	Split System	3 Ton
(1) Bryant	Split System	2.5 Ton
(1) Goodman	Furnace	75000Btu
(1) Thermal Zone	Window Unit	18000 Btu
(3) Comfort Air	unknown	18000 BTU
(1) Kraft	Window Unit	Unknown
(2) Frigidaire	Window Unit	Unknown

Explorem 65 Government Street		
Manufacturer	Model #	Capacity
Rheem	G75-75N-2	72.8 GPH
Rheem	82V52-2	50 Gal
Trane	MCCA014GAPOABC000G0EE A 0000BC00D	7000 CFM
Trane	MCCA021BCG0CADA0000000	10500 CFM
Trane	MCCA040GAP0ACA000J0EEA 0 0CAA000	20000 CFM
Trane	MCCA035MAC0BAB0DD000 0	17500 CFM
Trane	MCCA035MAC0BAB0DD000 0	17500 CFM
Trane	MCCA030BAG0C)CA0000000	15000 CFM
Raypak	H3-1468A	726 MBH
Raypak	H3-1468A	726 MBH
Trane	CVHE500	500Ton
BAC	NA	NA
Marathon	286TTDCA6026	25 HP
Baldor	CAT. No. EM3311T	7.5 HP
Marathon	PVH	30 HP

EXHIBIT A
PAGE 8 OF 12

Trane	TTA072C400A0	6 Tons
Trane	NA	NA
Trane	NA	NA
Pure	PS-14.5 (D)	
Siemens	NA	

Mobile Civic Center – Expo Hall 401 Civic Center Drive		
Manufacturer	Model #	Serial #
AC1	TYPE L-35	K2K227625
AC2	TYPE L-35	K2K227626
AC3	TYPE L-17	K2K227627
Rheem Water Heater	PROG50-38N RH58	Q431409700
Raypak Boiler	C-1630T	102051
3HP hot water pump motor		
Mobile Civic Center – Expo Hall West Exhibit Promenade 401 Civic Center Drive		
Manufacturer	Model #	Serial #
Trane Rooftop Package Unit	TDC360B40K0B1BA1AB00000 HH0000000	C13H00445
AC-1	AIR HANDLER IN CEILING	

Mobile Civic Center – Theater 401 Civic Center Drive		
Manufacturer	Model #	Serial #
Trane (R-22)	RTHB180FLF00LWP000UNN3 LF2LFV0040	U97G03229
Carrier – ACT #1	39AC10D3496-3	63191615
Carrier – ACT #2	39AC6032TH1	63191560
Carrier – ACT #3	39AC5007TH1	53191558
Carrier – ACT #4	39AC11D3595-2	63191627
Carrier – ACT #5	39AC6057UBF5	63191562
Carrier – ACT #6	39AC9D2398-4	63191602

Carrier – ACT #7	39AC14D6095-2	63191640
Carrier – ACT #8	39AC5007TH2	63191557
Carrier – ACT #9	39AC6032TH1	63191561
Evapco Cooling Tower	AT 8-312B	951328
Frigidaire Window Unit - Sound Booth	FRH18EMT2	KK95140714
Maytag Window Unit - Backstage	MEY18F7F-B	KR197613288Y
Laars Boiler	LC-770	125924
Hurst Boiler	LPE-G-90-30W	LPE3363011
Speedaire Air Dryer	3YA50A	GR015A1151312038
15HP Condenser Water Pump Motor		
15HP Chilled Water Pump Motor		
2ea – 5HP Hot Water Pump Motors		
Air Compressor		
3/4HP Pump Motor for Domestic Hot Water		
4ea – Hanging Hot Water Bay Heaters		
3/4HP Pump Motor Booster Pump		

Mobile Civic Center – Arena 401 Civic Center Drive		
Manufacturer	Model #	Serial #
AHU A-1	VCASR01R0DN	K88E15940
AHU A-2	VCASL01L0DN	K88E15941
AHU A-3	VCASR0160DN	K88E15930
AHU A-4 Trane	VCA5L01L0DN	K88E15942
AHU A-5	VCS8R01RRBJ	K88E16158
AHU A-6	VCS8L01LLBJ	K88E161559
AHU A-7	Meeting Room 16 in Ceiling	

AC-1	West Exhibit Promenade in Ceiling	
AC-2	East Exhibit Promenade in Ceiling	
AC-3	Meeting Room 14 in Ceiling	
AC-4	Backstage in Ceiling	
AC-5	Backstage in Ceiling	
AC-6	Backstage in Ceiling	
AC-7	39AC7D239 5-1	63191584
AC-8	39AC10D359 8-4	63191630
AC-9	39AC10D359 8-4	63191631
AC-10	39AC8D239 8-4	63191596
AC-11	39AC11D359 5-6	63191629
AC-12	39AC10D359 8-4	63191632
AC-13	39AC13D359 5-1	63201742
AC-14	39AC13D359 5-1	63191638
AC-15	39AC13D359 5-1	63201743
AC-16	39AC13D359 5-1	63191639
AC-17	39AC13D359 5-2	63201740
AC-18	39AC13D359 5-2	63201744
AC-19	39AC13D359 5-2	63201741
AC-20	39AC13D359 5-2	63201745
AC-21	East Spot Light Cat Walk	
AC-22	North Spot Light Cat Walk	
AC-23	West Spot Light Cat Walk	
AC-66	39AC8D2239 5-2	63191595
AC-67	39AC8D239 5-1	63191594
AC-68	Concourse Cat Walk	
AC-69	In Ceiling	
Trane Outdoor for Kitchen	TTA180B400FA	347329TAD

Trane Package Unit for Ticket Booth	TCH024A100AA7	
Hurst Boiler	S3.G.100.30W	D5500.30.1
Hurst Boiler	S3.G.100.30W	D5500.30.2
Trane Chiller	CVHE050FA2L03UL225627D6 N1C0000000T00F0000010	L97F04522
Carrier Chiller	19XR-4242384CPH64	2099J57902
Marley	Big Cooling Tower	
2ea = Evapco	Little Cooling Towers	
2ea = 40HP Condensing Water Pump Motors		
2ea = 75HP Chilled Water Pump Motors		
Raypak Boiler	W1-1468A-CCDRDAA	9312112311
2ea = Air Compressors		
2ea = Booster Pumps for Expo Hall		
2ea = Hot Water Booster Pumps		
2ea = Hot Water Pumps		
2ea = Domestic Hot Water Pumps		
1ea = Small Boiler		
1ea = Air Dryer		
2ea = Loggia	Air Handlers in the Ceiling	
Hot Water Pump for Loggia		
Cold Water Pump for Loggia		
Kitchen Air Handler		

END OF SECTION

EXHIBIT A
PAGE 12 OF 12

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE
FACILITIES MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT - VARIOUS CITY OF MOBILE
FACILITIES - HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-018-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facilities Maintenance Department and dated May 29, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facilities Maintenance Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Goram Air Conditioning Company, Inc

ADDRESS: 1252 Houston Street, Mobile, AL. 36606 **PHONE:** 251-476-5003

CITY OF MOBILE BUSINESS LICENSE NUMBER: 195350

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

B. Reference #2:

Company Name: Baldwin County Board of Education
Company Address: 2660 North Hand Ave., Bay Minette, AL., 36507
Telephone: 251-554-4804 Email: fboatwright1@bcbe.org
Type of Work: HVAC/Mechanical
Date(s): 12/1/1977 thru Present

C. Reference #3:

Company Name: Georgia-Pacific
Company Address: Naheola Mill, 7503 HWY 114, Pennington, AL., 36916
Telephone: 205-459-1855 Email: Chris.Weaver@gapac.com
Type of Work: HVAC/ Mechanical
Date(s): 10/1/1980 thru Present

Questions:

- 1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
- 2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
- 3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

6. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:Goram Air Conditioning Company, Inc

(Typed)

BY: 

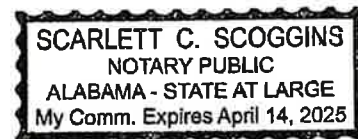
(Signature of Company Officer)

COMPANY OFFICER: Darren Deas

(Typed)

TITLE Vice President

(Typed)

DATE July 10th, 2024Sworn to and subscribed before me this 10th day of 20 24
Notary Public**END OF SECTION**



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-018-24 Current Date 5.00 / 29.00 / 24.00

Project Description Service Contract- VARIOUS CITY OF MOBILE FACILITIES- HVAC Maintenance and Repair

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.

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

Chad B. Holm
Requested By (Department Director)

Building Services Project Manager 5/29/24
(Title) (Date)

(Signature)
251-208-7519

Telephone Number
Archnique Kidd

chad.holm@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)
Archnique Kidd

Supplier Diversity Manager
(Title)

6/5/2024
(Date)

(Signature)

Approved By (CAO)



Alabama Secretary of State



Goram Air Conditioning Company, Inc.	
Entity ID Number	000 - 036 - 895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	\$10,000
Capital Paid In	\$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
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.	

253, 8.31 AM

20200228 12:00:00 PM

Goram Air Conditioning Company, Inc.												
Report Year	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
Transactions												
Transaction Date	05/28/2002											
Registered Agent Changed From	* Added											
Transaction Date	09/02/2021											
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606											
Scanned Documents												
PDF PDF PDF PDF PDF PDF PDF PDF PDF PDF PDF PDF PDF												
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.											
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.											

[Browse Results](#)
[New Search](#)



Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008



Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2024

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Charity Tout PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): E-MAIL ADDRESS: CTout@higginbotham.com
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company INSURER B: Alabama Self-Insured Worker's Compensation Fund INSURER C: Midwest Employers Casualty Company INSURER D: INSURER E: INSURER F:
License#: 2081754 GORAIR-01	NAIC # 23434 0 23612

COVERAGES

CERTIFICATE NUMBER: 1944660382

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0160905001	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	P100546AL2024 PUAL129001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			A016095002	1/1/2024	1/1/2025	Limit: \$100,000 Ded: \$1,000

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

Inland Marine - BUILDERS RISK - Installation Floater Policy

Policy Number: A0160905002

NAIC# 23434

Carrier: Middlesex Insurance Company

Policy Term: 1/1/2024 - 1/1/2025

Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile AL 366331827
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: GORAAIR-01

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR SC-018-24

Certificate holder is complete to include: City of Mobile

GENERAL CONDITIONS

May 29, 2024

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between 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 Facilities Maintenance Department, Service Contract Administrator.

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's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** 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.
- H.** 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.
- I.** The Service Contractor shall perform the Work in accordance with the specified

schedules as listed in the Contract Documents.

- J. The Service Contractor shall confine operations at each 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.
- K. 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.
- L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its 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.

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 upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Unit Prices as 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 8.B (above) 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 law 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. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G. Required testing or 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



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities - HVAC
Maintenance and Repairs

Project #SC-018-24

Date: June 6, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated May 29, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated June 5, 2024, and Agenda are attached and form part of Addendum No. 1.
- Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.
- Item 3. The Bid Receipt and subsequent Bid Opening date has been postponed to June 26, 2024. The associated time and location remain unchanged.

END OF ADDENDUM NO. 1

Page 391 of 906

Page 1 of 1

**Service Contract – Various City of Mobile Facilities –
HVAC Services**

Project # SC-018-24

PRE-BID CONFERENCE

10:00am Wednesday, June 5, 2024
850 Owens Street, Mobile, Alabama 36604

AGENDA

- 1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
 - A. Introductions – Building Services Department, Project Manager
Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
Public Superintendent
Clifton Thomas, 251-208-1575 office; thomasc@cityofmobile.org
- 2) **Discussion of Scope of Work:**
 - A. The scope of this project is to:
 - 1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of HVAC services for various City of Mobile buildings and facilities on an "as needed" basis, as directed by the City of Mobile, Facility Maintenance Department, as outlined in the Bid Documents, dated May 29, 2024.
 - B. Possess a General Contractor License and employ at least 15 experienced (1 year experience as journeyman or higher) and certified HVAC technicians. Supply all EPA Universal Technician Certifications for each Journeyman level or above HVAC technician that will work on City equipment. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
 - C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
 - D. Site access shall be limited to pre-approved locations agreed upon in advance by the Public Buildings Superintendent and designated representatives and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
 - E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
 - F. Work hours shall typically be 7am to 5pm for Fire Stations & Police Precincts. All other facilities work hours shall be 8am to 5pm. After hours shall be from 5pm to 8am.
 - G. Upon coordination with the Public Buildings Superintendent, Contractor shall start with the project within 10 days following the written Notice to Proceed.
 - H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.
- 3) **Bidding instructions, forms, special requirements and time:**
 - A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to thomasc@cityofmobile.org.
 - B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
 - C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
 - D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically

disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids \$250,000 or more.

- E. Receipt of Sealed Bids shall be Wednesday, June 19, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
- F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

- 1. A valid City of Mobile business license for the duration of the contract period
- 2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
- 3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
- 4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
- 5. On all documents: City of Mobile Business License, General Contractor's License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5) Payment requirements.

- a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Facilities Maintenance Department. Invoices shall be received no later than the 25th day of each month.

6) Adjourn



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor
Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember

Purpose and Scope of Project:

Approve contract with Osprey Initiative, LLC for professional services.

Amount of Contract:

\$500,000.00

Funding Source

ATTACHMENTS:

1. Citywide Stormwater Litter Collection and Analysis Services (Osprey Initiative, LLC)

REVIEWERS:

Lana Gauthier
Lana Gauthier

CONTRACT #

PROJECT NAME: Citywide Stormwater Litter Collection and Analysis Services

CAPITAL PROJECT #: N/A DATE OF RECEIPT: _____

DEPT. PROJECT # N/A

PROJECT DESCRIPTION: _____

CONTRACT AMOUNT: \$500,000.00

VENDOR NAME: Osprey Initiative, LLC

VENDOR NUMBER: 295756

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)	10043005.42200
Performance-Contributed	Contractual	Non Contractual	

Prepared by: Jessica White Date 10/22/2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Osprey Initiative, LLC, for approximately twelve months, renewable annually for two additional one-year periods, for stormwater litter collection and analysis services 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: Osprey Initiative, LLC

Project Name: Citywide Stormwater Litter Collection and Analysis Services

Estimated Cost: \$500,000.00

Adopted:

City Clerk



Professional Services Contract City of Mobile

Citywide Stormwater Litter Collection and Analysis Services

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____, 2024, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Osprey Initiative, LLC (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is uniquely qualified and engaged in the collection, tracking, analysis, and control of waterborne litter streams using engineered proprietary tools and processes, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

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

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained within this Agreement shall control.

B. The City Engineer, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed as described in **Exhibit A**. City will pay Contractor based on the rate and equipment schedule in **Exhibit B**. Contractor will submit to City monthly invoices itemizing all work done during the previous month, to include labor rates and hours itemized work. The total

amount of compensation due to Contractor for services, supplies, and additional services provided under this contract will not exceed \$500,000.00 per year. Compensation for each of the two following one-year renewal periods will not be increased, unless both parties agree in writing to a specific higher amount. Contractor will ensure that services performed and billed do not exceed this amount absent specific approval by the City. Contractor will alert City when accumulated amounts due to Contractor for all services performed under this contract reach within ten percent of the not-to-exceed amount during any contract period, and will cease performance of additional service until mutual written agreement sets a higher not-to-exceed amount.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue until September 30, 2025, and thereafter be renewable for two additional one-year periods with the consent of both parties.

IV. GENERAL PROVISIONS

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

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile,

Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

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

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

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

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

J. CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property, if said claim or loss arises out of or is related to any negligent or wrongful act or omission of CONTRACTOR. In performance of the obligations and work under the Contract or otherwise undertaken by the CONTRACTOR.

K. Insurance. For the term of this Agreement, the 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. 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 (1) and (2) above)

- (3) Bodily injury and property damage combined:
\$500,000 per occurrence

c. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

d. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be 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.

e. City agrees to accept the actual, enforceable insurance coverage required by this subpart 4.Q. in full satisfaction of Contractor's duties of indemnification specified elsewhere in this Agreement.

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

City Engineer
City of Mobile
205 Government St
Mobile, Alabama 36602

And to Contractor at:
Osprey Initiative
2350 Halls Mill Road
Mobile, Alabama 26532

M. 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.

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

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

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

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

R. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they

will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

S. 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Osprey Initiative, LLC, Contractor

BY: Donald W Bates

Date: 10/11/24

Its Owner / President (Title)

ACKNOWLEDGEMENT

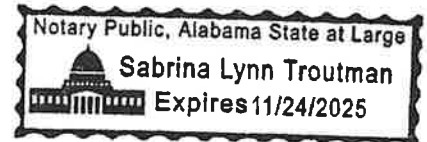
The State of Alabama
Mobile County}

I, Sabrina Lynn Troutman, a Notary Public, in and for said County in said State, hereby certify that Donald Bates whose name as Owner of the Osprey Initiative, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 11th day of October, 2024

Sabrina Lynn Troutman
(Seal) exp 11/24/25

Notary Public



CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibit: A Statement of Work
B Rate Schedule
C Evidence of Insurance

Exhibit A

Statement of Work

- A. The Contractor (Osprey Initiative, LLC) should have a thorough understanding of storm water issues specific to the City of Mobile, as well as the strengths and weaknesses of the Litter Program.
- B. Maintain six (6) "Litter Gitters" within the Dog River Watershed. The "Litter Gitters" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Gitter utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Gitter. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.
- C. Maintain six (6) "Litter Gitters" within the Three Mile Creek Watershed. The "Litter Gitters" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Gitter utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Gitter. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.
- D. Maintain two (2) "Litter Booms" within the Three Mile Creek Watershed. "Litter Booms" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Boom utilizing the Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Boom. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.
- E. Maintain the Bandalong Litter Trap at Eslava Creek within the Dog River Watershed. Maintenance will be performed at a minimum of 2 times per month and upon request of the City. Osprey Initiative, LLC will also maintain the areas to the north and south of the litter trap of at least 100 yards. The Contractor will use data sheets and provide copies of these forms to the City of Mobile in conjunction with a monthly tracking spreadsheet.
- F. The Contractor will understand the City's Phase I MS4 NPDES Permit requirements and the City's Storm Water Management Program Plan (SWMPP) for the Bandalong Litter Trap and litter due to the services provided by the Contractor directly supporting compliance with the Permit requirements. The Contractor will understand litter abatement strategies and trends regionally within the state of Alabama and around the country.
- G. Osprey Initiative, LLC will maintain ninety-six (96) "Litter Interceptors" devices in the City. The "Litter Interceptors" will be maintained at a minimum of once per month and upon request of the City. New installation, if needed, of a Litter Interceptor device will be determined by City provided GIS storm water drainage info, site location reviews and approval from the City. Provide data sheets of litter/debris collected in each Litter Interceptor that identify the litter type, condition, and quantity. Additionally, the Contractor will clean any visible litter, trash, debris within a 50-yard radius of each Litter Inceptor that is within the City ROW. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.
- H. The City of Mobile will work with the Contractor to remove litter/debris from pre-selected ditches in the Dog River and Three Mile Creek Watersheds. This activity will be conducted

on a limited basis and at the sole direction of the City of Mobile. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

- I. Contractor will be required to perform two collection days every week on Dog River waterway system, to maintain the City's desired cleanliness performance standard in that waterway system. Contractor will be required to perform one collection day every week on either One Mile Creek or Three Mile Creek to maintain the City's desired cleanliness performance standard in that waterway system. A "collection day" will be defined as an 8-hour workday for one to two work crews as agreed upon between City and Contractor for each workday. With the City's advance approval, the collection day schedule may be adapted to meet the field conditions as they arise. The city recognizes that events outside the control of the contractor may occur related to weather or other issues. In the event that these issues arise, the contractor will keep the city informed and discuss reasonable remedies to assure requirements are met. At a minimum, averages for the month congruent with weekly goals will be met.
- J. Contractor will select most effective collection locations and removal methods for overall cleanliness of the assigned waterway system. Contractor will notify City daily of its intended activity and staffing. City reserves the right to approve activity type, staffing, and locations. City disapproval of Contractor's daily work plan may result, at the City's sole discretion, in City's decision not to pay Contractor for those disapproved activities and termination of the contractor. City's approval of daily work plans will not be unreasonably withheld.
- K. Contractor shall remove all litter in the water and on the banks of the shoreline up to the top of the shoreline banks, including legacy material. "Litter" for the purposes of this project means paper, Styrofoam, plastic, cans, and any other manmade substance or object larger than three (3) inches and not part of a permanent structure.
- L. Removal of litter shall include any such described floatable on or near the surface of the water body that is visible to the naked eye, or any such described litter floating, submerged or deposited along the bank of the body of water at the water level, which is present at the time of removal, and ten (10) feet of the shoreline from the water's edge at the current water level.
- M. Cleanliness performance standard. Contractor will be required to maintain on an average monthly basis complete cleanliness of visible debris on 90% of the water and shoreline surface of the contracted waterways. It is recognized that rain events may temporarily result in debris coverage exceeding this standard, and vegetative coverage may result in variation of debris visibility.
- N. The Contractor may use any variety of methods of removal deemed efficient, including but not limited to removal by hand, shovels, rakes, nets, tongs, or other mechanical or non-mechanical devices. The Contractor may use mechanical, pneumatic, or hydraulic devices for litter removal however, such devices or methods shall not be used in such a way that might cause undue or irreversible damage to vegetation and wildlife or cause a major distribution to large areas of water bottom leading to the introduction of silt and sediment into the water. The use of hydraulic, pneumatic, or mechanically driven devices must have prior approval by the City of Mobile.
- O. The Contractor will be required to bag collected debris in low-density plastic trash bag of at least 2.0 mill thickness with a minimum capacity of thirty (30) gallons. Contractor will provide these collection bags as inclusive in their pricing.
- P. Contractor will be responsible for the movement of filled trash bags to a City designated collection location(s).
- Q. City may inspect the job site at any time.
- R. Contractor employees shall be courteous to the public at all times.
- S. Contractor employees shall wear the proper PPE's (Personal Protection Equipment) including always wearing appropriate life vests.
- T. Work may be performed only during daylight hours (dawn to dusk).
- U. Contractor shall comply with all applicable OSHA and Coast Guard rules and regulations.

Cell phones, earphones, ear buds, and Bluetooth devices shall not be used when operating equipment or performing cleanup.

- V. Contractor shall provide safety training to employees prior to the start of litter removal.
- W. Contractor shall designate a "competent person" at each project site, and this person shall have the responsibility and authority to stop all work until safety conditions are met.
- X. Contractor shall notify the City of any unusually hazardous conditions or debris encountered and will take immediate action to stabilize the condition to prevent immediate harm to persons or the environment.
- Y. Spill control measures shall be in place in the event a hazardous or petroleum substance is released. Releases of hazardous or petroleum substances are the contractor's responsibility. The Contractor shall notify the City in the event of a spill.
- Z. Failure to comply with safety and environmental requirements may result in the termination of the contract.
- AA. The Contractor will use GIS software to assist the City in accurately mapping the location of litter collection. The Contractor will assist with the database management of the field data collected. This information will be regularly reviewed and sent to the City. The field data may be included in the City's GIS litter tool.
- BB. The Contractor will meet with the City's Environmental Engineering Department representatives on a monthly basis to discuss progress on the various litter abatement tasks and strategies. Osprey Initiative, LLC will be included in the City's Litter Program as a technical adviser on litter strategies throughout the City of Mobile. The Contractor will meet with the City on a quarterly basis to discuss findings, results and litter abatement strategies.
- CC. The Contractor will generate an annual report detailing the work conducted in litter abatement activities and strategies.
- DD. The City of Mobile Project Manager will be the main point of contact for the City of Mobile for invoicing, data reporting and general communications. Invoicing will be submitted by the Contractor on a monthly basis.

Exhibit B
Rate Schedule

Labor Rates

<u>Job Description</u>	<u>Hourly Rate</u>
Sr. Project Manager	\$120.00
Project Manager	\$75.00
Crew Chief	\$60.00
Crew Technician	\$45.00
Clerical Staff	\$45.00

Equipment Rates

<u>Description</u>	<u>Day Rate</u>
Motorized Vessel	\$100.00
Canoe Trailer	\$50.00

<u>Description</u>	<u>Month Rate</u>
Litter Gitter	\$1500.00

Exhibit C
Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2024

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, A Gallagher Company 760 Howard Avenue 2nd Floor Biloxi MS 39530	CONTACT NAME: Lisa Jones	
	PHONE (A/C, No, Ext): 228-436-5038	FAX (A/C, No): 228-256-8908
INSURED Osprey Initiative, LLC 651 Olive Avenue Fairhope AL 36532	E-MAIL ADDRESS: lisaf.jones@cadenceinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1745955191**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	ECP203817912	5/26/2024	5/26/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			FFX204058211	5/26/2024	5/26/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile, AL
205 Government Street
Mobile AL 36644

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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OSPRINI-01

NICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

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 # 0C36861 San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101	CONTACT Nicole Ick NAME: PHONE (A/C, No, Ext): (619) 541-4832 FAX (A/C, No): E-MAIL ADDRESS: Nicole.ick@alliant.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : American Interstate Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Osprey Initiative, LLC c/o Personnel Management Inc. 242 Lynbrook Blvd Shreveport, LA 71106	NAIC # 31895	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	N/A	AVWCAL3275492024	5/18/2024	5/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Proof of WC coverage

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile, AL
Government Plaza
205 Government Street
Mobile, AL 36644

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

Amy Nelson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/07/2024

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.

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PRODUCER  Brenda Simkins 1303 South Market Street Pascagoula MS 39567	CONTACT NAME: Brenda Simkins PHONE (A/C, No, Ext): 228-762-4822 E-MAIL ADDRESS: brenda.simkins.r8a9@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED OSPREY INITIATIVE LLC PO BOX 66529 MOBILE AL 366601529	NAIC # 25178

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	573 0664-C02-01C 442 2877-D01-01D 546 4098-D01-01D	09/02/2024 10/01/2024 10/01/2024	03/02/2025 04/01/2025 04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 OTHER \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE 205 GOVERNMENT ST. 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  This form was system-generated on 10/07/2024
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ACORD 25 (2016/03)

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1001486 2005 155279 205 01-19-2023

Eastburn, Mary Collier

From: Kidd, Archnique
Sent: Thursday, October 17, 2024 11:49 AM
To: Eastburn, Mary Collier
Cc: Ginn, Rosemary; Mabry, Brian
Subject: Re: DBE APPROVAL FOR CONTRACT of Osprey Initiative, LLC Professional Services

Good morning,
Please allow this email to serve as the approval for the Osprey Initiative contract.

Archnique Kidd, Supplier Diversity Manager
City of Mobile
(251)208-7967

On Oct 17, 2024, at 9:39 AM, Eastburn, Mary Collier <mary.eastburn@cityofmobile.org> wrote:

Good Morning Archnique,

I am requesting DBE approval for a new contract for Osprey Initiative, LLC to be entered into Adobe Sign.
Please let me know if you have any questions.

Thanks,
Mary Collier

Mary Collier Eastburn, M.S.

Environmental Specialist

Engineering Department

Environmental Services

Mary.eastburn@cityofmobile.org

Direct: 251.208.7594

Cell: 251.529.7881

<image001.png>

<20241017_083222.pdf>



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: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Osprey Initiative
Address	Physical 2350 Hills Mill Road Mobile, AL 36686 Mailing P.O. Box 66529 Mobile, AL 36660
Telephone	251-525-9727
E-Mail	Officeadmin@osprey-world

RFP/RFQ Solicitation Number	PSC - Citywide Stormwater Litter Collection and Analysis Services
Project Description	Citywide Stormwater Litter Collection and Analysis Services
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>10</u> Female <u>7</u> Minority _____ Non-minority _____ Vets _____ Total #of Employees <u>17 Ft 30+ part time</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Donald Bates
Signature: Donald Bates Date: 10/16/21
Title: Owner / 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: Donald Bates Title: Owner / president
E-mail: don.bates@osprey-world Phone: 601-842-7305



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: Archonique.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 # PSC - CityWide Stormwater Litter Collection and Analysis Services Your Bid/Proposal Amount \$ 500,000 Date: 10 / 16 / 24

Description CityWide Stormwater Litter Collection and Analysis Services

Name of Bidder/Proposer: Osprey Initiative, LLC

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
Ephraim Environmental, LLC	251 259-7940	Road Crossings	\$75,000	15%	yes	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Osprey Initiative
Contact Person: Donald Bates Phone 601-842-7305 Email dbates@osprey-world.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		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. _____



HELMSING
LEACH
ATTORNEYS AT LAW

CITY CLERK'S OFFICE

MOBILE, AL

August 12, 2024

MO, AUG 12, PM 4:02 RCV

VIA HAND DELIVERY

Lana Gauthier
City Clerk's Office
South Tower (9th Floor)
205 Government Plaza
Mobile, Alabama 36602

**Regarding: Alleyway Vacation
Wolfe's Alley; Our File No. 25589**

Dear Ms. Gauthier:

Our firm represents Michael Heath Stevens, who owns a single parcel of property located at 1001-1003 Oak Street, Mobile, Alabama. The owner desires to vacate the alley shown on the enclosed survey and described on the attachment hereto. The alley bifurcates Mr. Stephens' property and has been used as a driveway for years.

In accordance with the rules and regulations, the following utilities have been contacted: MAWSS, Alabama Power, Spire, AT&T, and Comcast. The consent of each utility is enclosed.

I am enclosing the \$100.00 filing fee payable to the City of Mobile. Please forward our application and enclosures to the various city department heads as quickly as possible.

If you need anything further at this time, please contact me at your earliest convenience.

Very truly yours,

KERI R. COUMANIS

KRC/khb
Enclosures

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

PETITION FOR VACATION

TO: THE MOBILE CITY COUNCIL, FOR VACATION OF ALLEY ADJACENT TO REAL PROPERTY OWNED BY MICHAEL HEATH STEPHENS, DANIEL L. McCLEAVE, NICKI PATTERSON, RAYMOND PELT, and DEBORAH A. PELT, IN THE CITY AND COUNTY OF MOBILE, ALABAMA

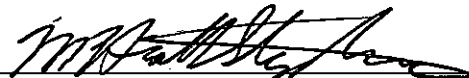
The undersigned, Michael Heath Stephens, Daniel L. McCleave, Nicki Patterson, Michael Laughlin and Caroline Wilson, as owners of the real property abutting that certain alley between owners' property and Oak Street, said alley being more particularly described on Exhibit "A", which is attached hereto and incorporated herein, hereby execute and file this petition for the vacation of said alley in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975); and

The undersigned, as petitioner, submit herewith a Declaration of Vacation executed by owners with a proposed Resolution for approval by the City Council of Mobile, Alabama, indicating its assent to such vacation.

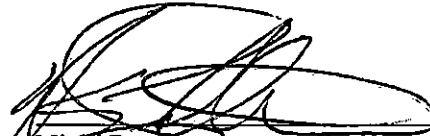
Also submitted herewith are written consents to said vacation provided to petitioner by the following entities:

Mobile Area Water and Sewer System
AT&T
Alabama Power
Comcast

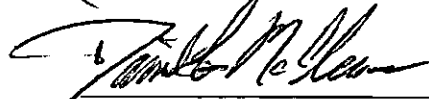
Dated this 9 day of July, 2024.



Michael Heath Stephens



Nicki Patterson



Daniel L. McCleave



Michael Lauglin



Caroline Wilson

OF COUNSEL:
HELMSING, LEACH, HERLONG
NEWMAN & ROUSE, P.C.
KERI RENEE COUMANIS
Post Office Box 2767
Mobile, Alabama 36652
(251) 432-5521

DECLARATION OF VACATION

STATE OF ALABAMA:

COUNTY OF MOBILE:

WHEREAS, Michael Heath Stephens, Daniel L. McCleave, Nicki Patterson, Michael Laughlin and Caroline Wilson ("Owners") own real property located within the city limits of the City of Mobile, Alabama (hereinafter referred to as "Owners' Property") said property being more particularly shown on Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, Owners, as the abutting and affected land owners, propose to vacate that certain alley lying between Owners' Property and Oak Street, said alley being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by referenced; and

WHEREAS, the alley proposed to be vacated is located entirely within the city limits of the City of Mobile, Alabama; and

WHEREAS, the Owners attest the City has never maintained or exercised any dominion or control over the alley and the public has not relied on the alley for access; and

WHEREAS, said vacation will not deprive any other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the Owners are the owners of all the real property abutting the alley; and

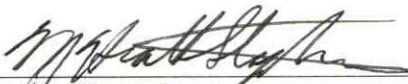
WHEREAS, it is the purpose and intention of the Owners, as the abutting property owners, to vacate the alley as described in Exhibit "A" hereto, and they do hereby indicate their consent to such vacation in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) by executing this declaration of vacation; and

WHEREAS, it is the intent of the Owners that upon said vacation, Owners will own fee simple interest to all of the vacated alley, subject to the below reservations for existing utilities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the abutting owners between the Owners' Property and the alley, do execute this Declaration of Vacation, declaring the same to be vacated in accordance with the provisions of Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) and all public rights in the alley as hereinabove setout are hereby divested, subject to the assent of the Mobile City Council, and further subject to the following:

- (a) An easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned.
- (b) AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed effective the 9 day of July, 2024.


Michael Heath Stephens

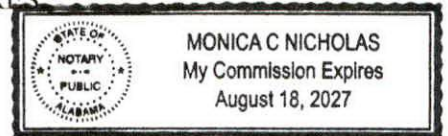
STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Michael Heath Stephens**, 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.

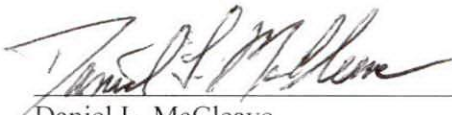
Given under my hand and official seal this the 9th day of July, 2024.

SEAL


NOTARY PUBLIC
MY COMMISSION EXPIRES:



[signatures continue on next page]


Daniel L. McCleave

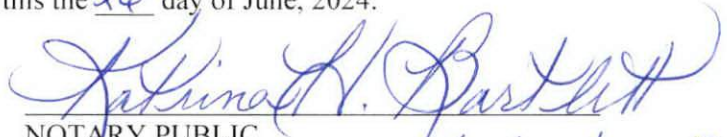
STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Daniel L. McCleave**, 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.

Given under my hand and official seal this the 26th day of June, 2024.

SEAL




NOTARY PUBLIC
MY COMMISSION EXPIRES: September 2, 2024

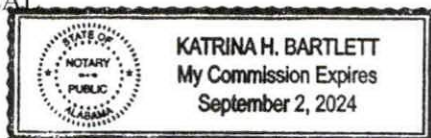
Nicki Patterson

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Nicki Patterson**, 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.

Given under my hand and official seal this the 26th day of June, 2024.

SEAL




NOTARY PUBLIC
MY COMMISSION EXPIRES: September 2, 2024

[signatures continue on next page]

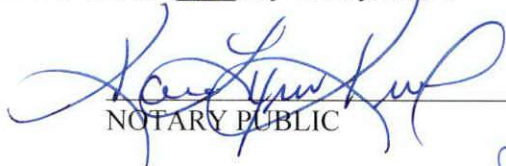

Michael Laughlin

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Michael Laughlin**, 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.

Given under my hand and official seal this the 12th day of July, 2024.

SEAL


NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-18-2027

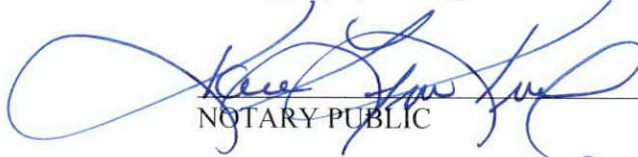

Caroline Wilson

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Caroline Wilson**, 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.

Given under my hand and official seal this the 12th day of July, 2024.

SEAL


NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-18-2027

RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Michael Heath Stephens, Daniel L. McCleave, Nicki Patterson, Michael Laughlin and Caroline Wilson (the "Owners"), as owners of all the land abutting and affected by the alley as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, have petitioned to the Mobile City Council to assent to the vacation by them as abutting and affected property owners of the alley; and

WHEREAS, it is the intention of Owners, that upon said vacation, Owners will own all of the alley and will own all remaining interest in the vacated alley; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the alley which is described on Exhibit "A", provided that the procedure for vacation shall be in strict compliance with the law, and further subject to the following: (a) an easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned; and (b) AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

The City Clerk of Mobile is hereby authorized, empowered and directed to certify a true copy of this resolution and attach such certified copy to the written declaration of vacation of the alley and to deliver said documents to Owners, the owners of the real property abutting said alley, hereby vacated.

ADOPTED this ____ day of _____, 2024.

MOBILE CITY COUNCIL

By: _____
Its: _____

[attestation to follow on next page]

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2024.

Mobile City Clerk

365589

Property Details

Account	
Key Number:	753189
Legal Description:	COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF OAK ST AND PINE ST THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF SAID OAK ST 175 FT(S) TO THE POB. CONTINUE EASTERLY 90 FT(S) THEN SOUTH 86.9 FT THEN WESTERLY 90 FT(S) THEN NORTH 96 FT TO THE POB. LESS AND EXCEPT THAT PUBLIC RIGHT OF WAY FOR A 12 FT ALLEY.
Parcel Number:	2906400009030XXX
Type:	Real
Property Class:	2
Location	
Address:	1003 OAK ST MOBILE, AL 36604
Owner	
Name:	PELT RAYMOND & DEBORAH A PELT
Mailing Address:	1003 OAK ST MOBILE , AL 36604
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$28,000
Land Value:	\$27,000
Appraised Value:	\$55,000
Taxable Value:	\$55,000
Assessed Value:	\$11,000

VALUES DISPLAYED ARE 2024 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	COUNTY	20.500000	\$11,000	\$225.50
14	DIST SCHOOL	15.500000	\$11,000	\$170.50
14	CITY	7.000000	\$11,000	\$77.00
14	FOREST	0.000000	\$0	\$0.00
14	SCHOOL	14.000000	\$11,000	\$154.00
14	STATE	6.500000	\$11,000	\$71.50

Total Millage Rate: 63.500000

[illegible]

EXHIBIT "A"

WOLFES ALLEY / EXISTING ALLEY TO BE VACATED:

Commencing at the Northwest corner of Lot A, McCleave Subdivision, as recorded in Instrument No. 2024051658, Probate Court Records, Mobile County, Alabama; run South 89°-47'-55" East and along the North line of said Lot A, a distance of 39.00 feet to a point on the West line of an existing alley and the Point of Beginning of the property herein described; thence North 01°-37'-06" West and along said West line, 94.01 feet to a recovered iron (open top); said point being on the South line of Oak Street (40 foot right-of-way); thence South 84°-13'-05" East and along said South right-of-way line, 11.03 feet to a recovered mag nail; thence South 02°-42'-26" East and along the East side of said alley, 92.44 feet to a recovered iron crimp top; said point being on the North line of said McCleave Subdivision; thence South 87°-36'-49" West and along the North line of said subdivision, 12.69 feet to the Point of Beginning. Said property contains 1,100.83 square feet, more or less.

April 24, 2024

VIA ELECTRONIC MAIL

Attn: Kerri Renee Coumanis

Michael Stephens c/o Helmsing, Leach, Herlong, Newman & Rouse, PC

150 Government Street

Mobile, AL 36602

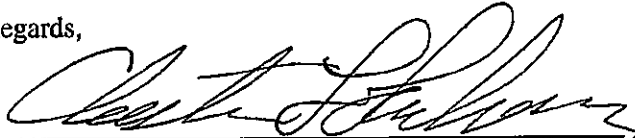
RE: Consent Requirement for Wolfe's Alley

Ms. Coumanis

I am writing in response to the city's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the McCleave Survey and examining the area labeled "Wolfes Alley (To Be Vacated)," I would like to inform you that we have not identified any Alabama Power Company ("APC") facilities present in the stated location. As a result, we have no objection to the request to vacate.

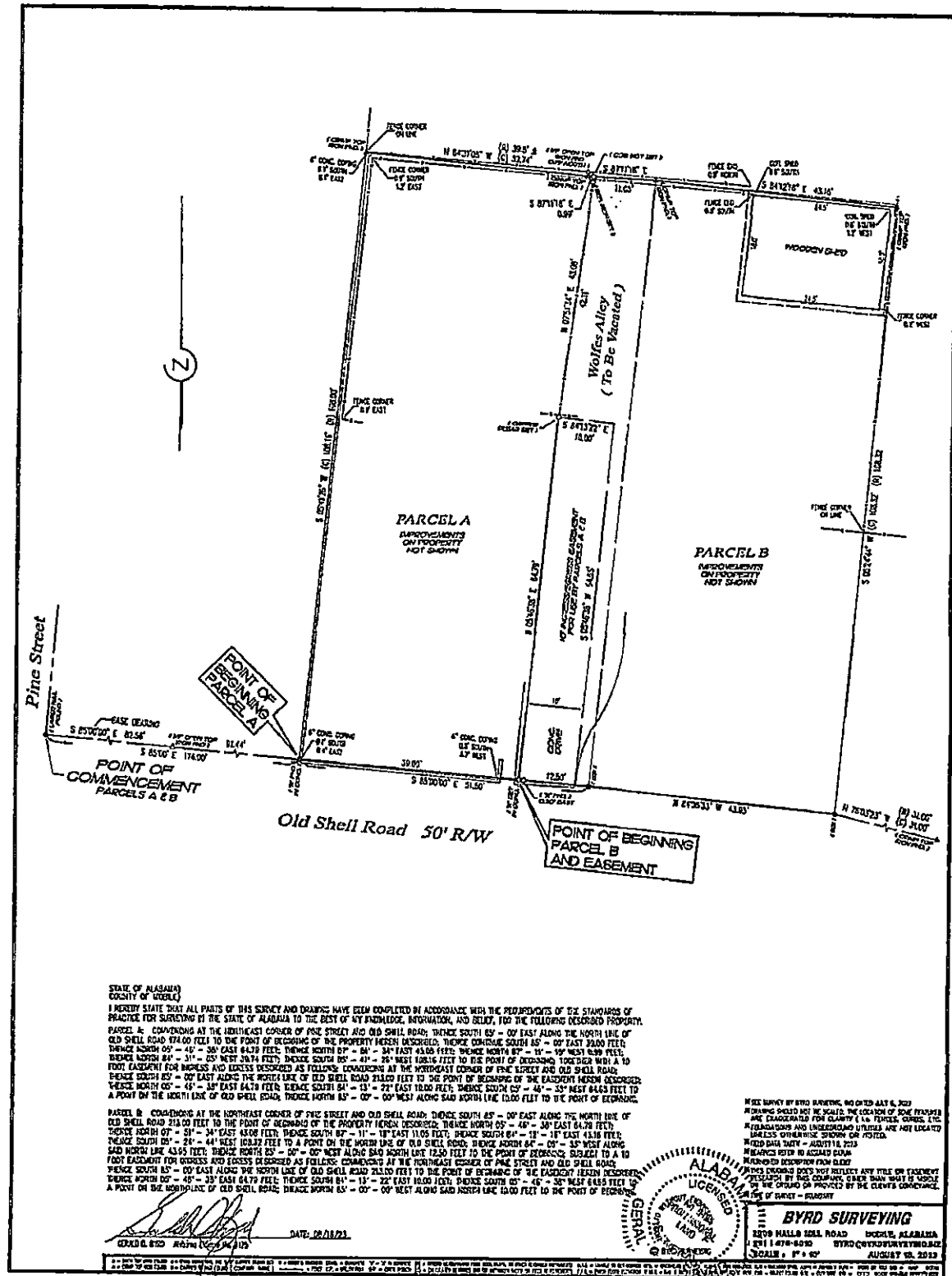
Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 205-257-4843 or via email at cllachow@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,



Chester Lachowicz
Corporate Real Estate
Land Acquisition

/Enclosure





City of Mobile GIS Department



Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

July 26, 2024

Helmsing Leach Attorneys At Law
P.O. Box 2726
Mobile, AL 36652

Re: Keri Coumanis

Vacation: Consent for alleyway vacation; remainder of Wolfe's Alley

Keri Coumanis,

In response to Helmsing Leach letter dated 07-23-2024 relative to the above referenced Remainder of Wolfe's Alley Vacate.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,


Alex Sammet (Aug 2, 2024 09:22 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF:DRC
cc: Keri Coumanis

Engineering Approval: 
Systems Planning Approval: 

Wolfe's Alley Vacate To Be Signed

Final Audit Report

2024-08-02

Created:	2024-07-26
By:	Dorman Chapman (dorman.chapman@spireenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiNgdhjW8ABzQ5Ba51p66mv5tTXWGP9RS

"Wolfe's Alley Vacate To Be Signed" History

-  Document created by Dorman Chapman (dorman.chapman@spireenergy.com)
2024-07-26 - 6:15:40 PM GMT- IP address: 63.246.12.132
-  Document emailed to Richard Jay (Richard.Jay@spireenergy.com) for approval
2024-07-26 - 6:16:18 PM GMT
-  Email viewed by Richard Jay (Richard.Jay@spireenergy.com)
2024-07-29 - 3:45:15 PM GMT- IP address: 104.47.51.126
-  Document approved by Richard Jay (Richard.Jay@spireenergy.com)
Approval Date: 2024-07-29 - 3:45:25 PM GMT - Time Source: server- IP address: 162.212.120.130
-  Document emailed to Wes Morrisette (wes.morrisette@spireenergy.com) for approval
2024-07-29 - 3:45:28 PM GMT
-  Email viewed by Wes Morrisette (wes.morrisette@spireenergy.com)
2024-07-29 - 3:56:10 PM GMT- IP address: 104.47.56.126
-  Document approved by Wes Morrisette (wes.morrisette@spireenergy.com)
Approval Date: 2024-07-29 - 6:07:56 PM GMT - Time Source: server- IP address: 63.246.12.132
-  Document emailed to Alex Sammet (alex.sammet@spireenergy.com) for signature
2024-07-29 - 6:08:15 PM GMT
-  Email viewed by Alex Sammet (alex.sammet@spireenergy.com)
2024-08-02 - 2:22:35 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Alex Sammet (alex.sammet@spireenergy.com)
Signature Date: 2024-08-02 - 2:22:44 PM GMT - Time Source: server- IP address: 75.243.42.130
-  Agreement completed.
2024-08-02 - 2:22:44 PM GMT



Adobe Acrobat Sign



April 24, 2024

Helmsing, Leach, Herlong, Newman & Rouse, P.C.
Ms. Keri R. Coumanis
Post Office Box 2767
Mobile, AL 36652

RE: Request to vacate the North Portion of an Alleyway (Approx. 11' x 54')
Located Adjacent to and East of 1003 Oak Street – Alley Connects Oak St
to Old Shell Rd. Section 22, T4S-R1W

Dear Ms. Coumanis:

We have reviewed the referenced vacation request and determined that we have an 8" diameter sanitary sewer main within the limits of the area to be vacated. Consequently, our agreement to vacate this right-of-way is contingent upon the requestor retaining said right-of-way as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SYSTEM

A handwritten signature in blue ink, appearing to read "D. Russell", is written over a faint, larger blue outline of the same signature.

Daryl B. Russell, P.E.
Director of Planning and Market Development

cc: A. Tyree



AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

April 16, 2024

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC

Dear Mrs. Coumanis,

This letter is written in response to your letter of April 11, 2024 wherein a request is made of AT&T for consent to the vacation of an alley between 1001 and 1003 Oak St, as described in the attached survey of August 13, 2023. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

From: [Rodriguez, Robert](#)
To: [Keri Coumanis](#); [Russell, Daryl B.](#); aldionne@mawss.com; [Lachowicz, Chester L.](#); brad.sadler@att.com; Valerie.Barrett@SpireEnergy.com
Subject: Re: Consent for alleyway vacation; remainder of Wolfe's Alley
Date: Thursday, April 11, 2024 3:14:48 PM

Comcast is clear and consents to the vacation of this alley.

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Thursday, April 11, 2024 2:40:14 PM
To: Russell, Daryl B. <DRUSSELL@mawss.com>; aldionne@mawss.com <aldionne@mawss.com>; Rodriguez, Robert <Robert_Rodriguez2@comcast.com>; Lachowicz, Chester L. <CLLACHOW@southernco.com>; brad.sadler@att.com <brad.sadler@att.com>; Valerie.Barrett@SpireEnergy.com <Valerie.Barrett@SpireEnergy.com>
Subject: [EXTERNAL] Consent for alleyway vacation; remainder of Wolfe's Alley

Good afternoon,

In July, 2023, all of the utilities included on this email consented to the vacation of the southern half of what is shown on old maps as "Wolfe's Alley." I have attached a survey of that portion of the alley way that was vacated. See McCleave Survey August 2023.

Now, there are new property owners to the north. These property owners now wish to vacate the north half of Wolfe's Alley. See 1001-1003 Oak St – tax map of north half of Wolfe's Alley.

Please send me your consent to this vacation at your earliest convenience, assuming there are no issues or concerns.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_vacation fee

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Councilmember William Carroll

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of an alley adjacent to 1001-1003 Oak Street, as per Resolution **VACATION RESOLUTION #** is hereby set at \$1,739.31.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION SCHEDULING PUBLIC HEARING TO DETERMINE
WHETHER THE DOWNTOWN MOBILE IMPROVEMENT DISTRICT
SHOULD BE CONTINUED, MODIFIED, OR TERMINATED

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to post the attached NOTICE OF PUBLIC HEARING to determine whether the Downtown Mobile Business Improvement District should be continued, modified, or terminated, in at least three (3) places within the geographic boundaries of the Downtown Mobile Business Improvement District, and to mail a copy of the attached Notice, along with any new district management plans, to each real property owner who paid assessments to the District during the previous year as certified by an officer of the district management corporation.

Adopted:

City Clerk

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL OF THE CITY OF MOBILE
TO DETERMINE WHETHER THE DOWNTOWN MOBILE
BUSINESS IMPROVEMENT DISTRICT SHOULD BE
CONTINUED, MODIFIED, OR TERMINATED

Notice is hereby given that the City Council of the City of Mobile will hold a public hearing commencing at 10:30 a.m. on the 29th day of October, 2024, for the purpose of considering whether the Downtown Mobile Business District should be continued, modified, or terminated. The public hearing will be held by the City Council in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

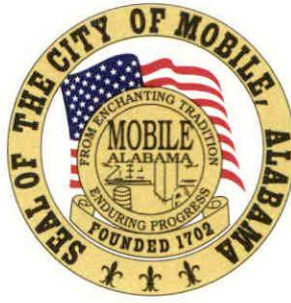
The public hearing is being held pursuant to the requirements of Code of Alabama Section 11-54B-58 and City Ordinance 50-039. At such time and place all person who desire shall have an opportunity to be heard on the question of whether the District should be continued, modified, or terminated.

After such hearing, the City Council may vote to continue, modify, or terminate the District.

This notice is published pursuant to a Resolution of the City Council of the City of Mobile adopted on 9th day of October, 2024.



CITY CLERK



CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

NOTICE OF PUBLIC HEARING

The Mobile City Council. Will hold a Public Hearing to determine whether the Downtown Mobile Business Improvement District, established by act of the Council on May 10, 2005, should be continued, modified, or terminated after its expiration date of June 30, 2025.

The hearing will be held on **Tuesday, October 29, 2024**, at **10:30 a.m.**, in the Auditorium of Mobile Government Plaza at 205 Government Street.

A copy of the Management Plan for the period beginning July 1, 2025 and ending June 30, 2030 is included in this mailing. A copy is also available at the Office of the City Clerk, Mobile Government Plaza, South Tower, Ninth (9th) Floor, Mobile, Alabama 36644.

Lisa C. Lambert
City Clerk

NOTICE OF PUBLIC HEARING

The Mobile City Council. Will hold a Public Hearing to determine whether the Downtown Mobile Business Improvement District, established by act of the Council on May 10, 2005, should be continued, modified, or terminated after its expiration date of _____.

The hearing will be held on Tuesday, October 29, 2024, at 10:30 a.m., in the Auditorium of Mobile Government Plaza at 205 Government Street.

A copy of the Management Plan for the period beginning _____ and ending _____ is included in this mailing. A copy is also available at the Office of the City Clerk, Mobile Government Plaza, South Tower, Ninth (9th) Floor, Mobile, Alabama 36644.



Lisa C. Lambert
City Clerk

RESOLUTION DETERMINING THE CONTINUATION OF THE DOWNTOW MOBILE BUSINESS IMPROVEMENT DISTRICT

Sponsored by: Councilman William Carroll

WHEREAS, on May 10, 2005, the City Council of the City of Mobile adopted Ordinance No. 50-039 to establish the Downtown Mobile Business Improvement District pursuant to and in accordance with Title 11, Chapter 54B, of the Code of Alabama; and,

WHEREAS, Section 13(a) of the Ordinance provides that within ninety (90) days after the adoption and approval of the fifth annual budget for the District, the City Council of the City of Mobile shall set a hearing to determine whether the District should be continued, modified, or terminated; and,

WHEREAS, notice of the date, place, and time set for the hearing has been posted in at least three places within the District, and notice of the hearing and a copy of the new District Management Plan have been mailed to the owners of real property within the District, as required by Section 13(b) of the Ordinance; and,

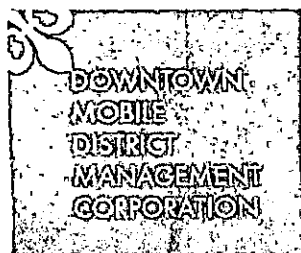
WHEREAS, on October 29, 2024, the City Council conducted the public hearing required by Section 13(a) to determine whether the District should be continued, modified, or terminated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that having conducted the hearing required by the Ordinance, the City Council determines that the District shall be continued.

BE IT FURTHER RESOLVED that the District shall continue to be governed by the Ordinance, and that within ninety (90) days after the adoption of the fifth annual budget during the continued term of the District, the City Council of the City of Mobile shall set a hearing as required by the Ordinance to determine whether the District should be further continued, modified, or terminated.

Adopted:

City Clerk



September 4, 2024

Via Email

Ms. Lisa C. Lambert
City Clerk
Post Office Box 1827
Mobile, Alabama 36633-1827

RE: Public Hearing Request

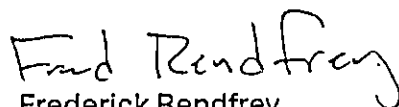
Dear Ms. Lambert,

According to SB 146, the legislation that allows Class 2 municipalities to create "Self Help Business Improvement Districts", the city council has 90 days from the adoption of the sixth annual budget to set the date of the hearing to determine the continuation of the district. The sixth annual budget was adopted on July 31, 2024, by the board of the Downtown Mobile District Management Corporation according to the established procedures for doing so. Therefore, the city council must set the date of the public hearing on or before October 31, 2024.

We are requesting that at the city council meeting of September 17, 2024, the city council set a hearing for October 29, 2024, to determine the continuation of the district. I have attached a copy of SB 146 and city ordinance 50-039 for your reference.

Please call me if you have any questions regarding this request.

Respectfully,


Frederick Rendfrey
Interim President & CEO

FR/sc

attachments

CHAIRMAN OF THE BOARD
MATT LEMOND

210 Dauphin Street, O'Day's Irish Pub
IMMEDIATE PAST CHAIRMAN
STEVEN MCMAHON
OSIC LLC

VICE CHAIRMAN FOR ECONOMIC DEVELOPMENT
ELLIS BRIDGES

Paul Bridges & Associates LLC
VICE CHAIRMAN FOR PUBLIC REALM
KIM KELLY

Sophiella Gallery
TREASURER

RASHAWN FIGURES
Figures Investments Inc.

SECRETARY
HARRIS OSWALT
Harris Engineers & Constructors

DIRECTORS

STEPHEN ALBERT
Mattress Factory Loft

BILL APPLING
St. Joachim Street Properties

BERTHA BOATMAN
Amber Consulting

THE HONORABLE RANDALL DUEIT
Mobile County Commission

CHRIS ESFELLER
Legions Park

GRAYSI GARTMAN
MCG Workforce Solutions LLC

MARGO GILBERT
The Barlow House Hotel

JOHN GOODLOE
Parkview Plaza, LLC

MARQUES IVY
PNC

KEVIN LOPER
Roberts Brothers

LOUIS MAISEL
Adams Street Property

RICHARD STIMPSON
Leavell Investment Management

JOSEPH P. TOOLE
The Retirement Systems of Alabama

CLAY TURNER
Turner Properties

MAYOR DESIGNEE

MATT ANDERSON
City of Mobile

HONORARY DIRECTORS

SAM COVERT
APCO, Retired

TYRONE FENDERSON
Synexus

COOPER THURBER
Phelps Dunbar LLP

RESOLUTION

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the City Council concurs in the re-appointments and appointment, listed
below, to the Mobile County Board of Human Resources.

RE-APPOINT:

Name:

Term Expires:

Judge Carvine L. Adams

September 30, 2030

Mr. Charles Story

September 30, 2030

APPOINT:

Name:

Term Expires:

Ms. Beth Hanks

August 17, 2027

Adopted:

City Clerk

MOBILE COUNTY COMMISSION

COUNTY COMMISSIONERS
RANDALL DUEITT, PRESIDENT
MERCERIA LUDGOOD, COMMISSIONER
CONNIE HUDSON, COMMISSIONER
TELEPHONE (251) 574-5077



ADMINISTRATION
E. EDWIN "EDDIE" KERR
COUNTY ADMINISTRATOR
TELEPHONE (251) 574-5073
FAX (251) 574-5080

October 16, 2024

Ms. Lisa C. Lambert, City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633

Dear Ms. Lambert:

The Mobile County Commission on October 15, 2024, reappointed Judge Carvine L. Adams and Mr. Charles Story, and appointed Ms. Beth Hanks to replace Dr. Janice Smith on the Mobile County Board of Human Resources.

Please present the recommendations to the Mayor and City Council for their approval and concurrence at your earliest opportunity. Please advise when this has been accomplished.

Sincerely,

E. Edwin Kerr
County Administrator

EEK/cdp

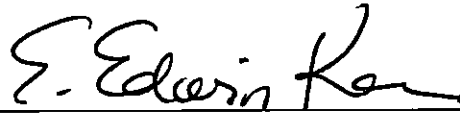
Enclosures

copy: Stephanie L. Streeter
Human Resources Director

CLERK' S CERTIFICATE

I, E. Edwin Kerr, County Administrator, Do HEREBY CERTIFY that the foregoing page of typewritten Excerpt of the following Agenda Item #5 from the Minutes of a Regular Meeting of the Mobile County Commission held on October 15, 2024, which meeting was duly called and assembled and was open to the public, and at which a quorum was present and acting throughout, and that the original of said minutes appears in the minute books of the Mobile County Commission which are in my custody and control.

Given under my hand and the seal of Mobile County, Alabama, this 16th day of October 2024.

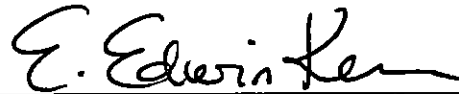
A handwritten signature in cursive script, reading "E. Edwin Kerr", written over a horizontal line.

E. Edwin Kerr
County Administrator

CLERK' S CERTIFICATE

I, E. Edwin Kerr, County Administrator, Do HEREBY CERTIFY that the foregoing page of typewritten Excerpt of the following Agenda Item #6 from the Minutes of a Regular Meeting of the Mobile County Commission held on October 15, 2024, which meeting was duly called and assembled and was open to the public, and at which a quorum was present and acting throughout, and that the original of said minutes appears in the minute books of the Mobile County Commission which are in my custody and control.

Given under my hand and the seal of Mobile County, Alabama, this 16th day of October 2024.

A handwritten signature in black ink, appearing to read "E. Edwin Kerr", written over a horizontal line.

E. Edwin Kerr
County Administrator

MOBILE COUNTY COMMISSION

October 15, 2024

[EXCERPT OF AGENDA ITEM #5]

APPROVE REAPPOINTMENTS/MOBILE
COUNTY BOARD OF HUMAN RESOURCES

Commissioner Ludgood moved, seconded by Commissioner Hudson, that the Board approve the reappointments to serve as members of the Mobile County Board of Human Resources, for six years, terms to expire on September 30, 2030, as follows:

- Judge Carvine L. Adams
- Mr. Charles Story

Motion carried unanimously.

[EXCERPT OF AGENDA ITEM #6]

APPROVE APPOINTMENT/MOBILE COUNTY
BOARD OF HUMAN RESOURCES

Commissioner Ludgood moved, seconded by Commissioner Hudson, that the Board approve the appointment of Beth Hanks to serve as a member of the Mobile County Board of Human Resources, to fill the vacancy of Dr. Janice Smith, whose term will expire on August 17, 2027.

Motion carried unanimously.



Kay Ivey
Governor

Mobile County Department of Human Resources

P.O. Box 1906
Mobile, Alabama 36633-1906
(251) 450-7000
<http://dhr.alabama.gov>

Stephanie L. Streeter
Director



Nancy T. Buckner
Commissioner

Arcretia Black
Assistant Director

Kassie Everett-Carroll
Assistant Director

August 20, 2024

TO: Randy Dueitt, President
Mobile County Commission

From: Mr. Herman Tinsley, Chairman
Judge Carvine Adams, Vice Chairman
Mobile County Board of Human Resources

Subject: Mobile County Board of Human Resources - Reappointment

I am writing to advise that the term of Judge Carvine Adams will expire September 30, 2024. Judge Adams is willing to serve if reappointed to another term.

To certify the appointment, we will need copies of official documentation of the Mobile County Commission and the Mobile County City Council appointing the board member. Enclosed for your reference is a copy of the Code of Alabama 38-2-7 regarding County Boards of Human Resources.

Thank you for your support of our department and I look forward to hearing from you regarding this board appointment.

Attachment

cc: Stephanie L. Streeter, County Director
Merceria Ludgood, Commissioner
Connie Hudson, Commissioner
E. Edwin Kerr, County Administrator
Carrie Perreira, Recording Secretary

ELIGIBILITY STATEMENT OF APPOINTMENT/RE-APPOINTED MEMBER
TO THE
MOBILE COUNTY BOARD OF HUMAN RESOURCES

This is to certify that I, Carvine L. Adams, am eligible to serve as a member of the Mobile County Board of Human Resources in accordance with the provisions of Section 38-2-7 of the Public Welfare Laws of the State of Alabama, Code of Alabama 1975;

1. I do not hold an elective public office.
2. I am not a candidate for election to a public office.
3. I am not an employee of the County Department of Human Resources.
4. I am not related by consanguinity or affinity within the fourth degree or nearer under the civil law to an elected public official or employee of the County Department of Human Resources.

I further certify that this is a true and correct statement.

Signed: Carvine L. Adams

Date: 8/20/2024



Kay Ivey
Governor

**Mobile County
Department of Human Resources**

P.O. Box 1906
Mobile, Alabama 36633-1906
(251) 450-7000
<http://dhr.alabama.gov>

Stephanie L. Streeter
Director



Nancy T. Buckner
Commissioner

Arcretia Black
Assistant Director

Kassie Everett-Carroll
Assistant Director

August 20, 2024

TO: Randy Dueitt, President
Mobile County Commission

From: Mr. Herman Tinsley, Chairman
Judge Carvine Adams, Vice Chairman
Mobile County Board of Human Resources

Subject: Mobile County Board of Human Resources - Reappointment

I am writing to advise that the term of Mr. Charles Story will expire September 30, 2024. Mr. Story is willing to serve if reappointed to another term.

To certify the appointment, we will need copies of official documentation of the Mobile County Commission and the Mobile County City Council appointing the board member. Enclosed for your reference is a copy of the Code of Alabama 38-2-7 regarding County Boards of Human Resources.

Thank you for your support of our department and I look forward to hearing from you regarding this board appointment.

Attachment

cc: Stephanie L. Streeter, County Director
Merceria Ludgood, Commissioner
Connie Hudson, Commissioner
E. Edwin Kerr, County Administrator
Carrie Perreira, Recording Secretary

**ELIGIBILITY STATEMENT OF APPOINTMENT/RE-APPOINTED MEMBER
TO THE
MOBILE COUNTY BOARD OF HUMAN RESOURCES**

This is to certify that I, Charles Story, am eligible to serve as a member of the Mobile County Board of Human Resources in accordance with the provisions of Section 38-2-7 of the Public Welfare Laws of the State of Alabama, Code of Alabama 1975;

1. I do not hold an elective public office.
2. I am not a candidate for election to a public office.
3. I am not an employee of the County Department of Human Resources.
4. I am not related by consanguinity or affinity within the fourth degree or nearer under the civil law to an elected public official or employee of the County Department of Human Resources.

I further certify that this is a true and correct statement.

Signed: Charles Story

Date: August 20, 2024



Kay Ivey
Governor

**Mobile County
Department of Human Resources**

P.O. Box 1906
Mobile, Alabama 36633-1906
(251) 450-7000
<http://dhr.alabama.gov>

Stephanie L. Streeter
Director



Nancy T. Buckner
Commissioner

Arcretia Black
Assistant Director

Kassie Everett-Carroll
Assistant Director

August 29, 2024

TO: Honorable Randy Dueitt, President
Mobile County Commission

From: Mr. Herman Tinsley, Chairman
Judge Carvine Adams, Vice Chairman
Mobile County Board of Human Resources

RE: Mobile County Board of Human Resources

I am writing to inform you that Dr. Janice D. Smith, board member, has resigned from our board effective immediately. Dr. Janice D. Smith's term expires on August 17, 2027, and an appointment will need to be made to fill this vacancy.

The Board has recommended Beth Hanks to fill the vacancy and has talked with Ms. Hanks who states she is willing to serve if appointed. Her resume is enclosed. Additionally, I have enclosed for your reference a copy of the Code of Alabama 38-2-7 regarding County Board of Human Resources.

To certify the appointment to the State Department of Human Resources, we will need copies of official documentation of the Mobile County Commission, and I look forward to hearing from you regarding this board appointment.

Enclosures

cc: Stephanie L. Streeter
Commissioner Merceria Ludgood
Commissioner Connie Hudson
E. Edwin Kerr
Carrie Perreira

VITA

Beth Hanks
819 Nassau Drive
Mobile, AL 36608
251-478-2100 – Work
251-391-8605 – Cell
Hanks_beth@hotmail.com
Beth.hanks@rehab.alabama.gov

EMPLOYMENT HISTORY

Alabama Department of Rehabilitation Services
3101 International Drive, Bldg 7
Mobile, AL 36606

2012 – Present	Vocation Rehabilitation Services – Field Supervisor
2005 – 2012	Senior Rehabilitation Counselor – Transition Caseload
2001 – 2005	Rehabilitation Counselor – Transition Caseload
1999 – 2001	Welfare to Work Counselor – DHR Liaison

EDUCATION

University of South Alabama
Mobile, AL
Master of Science – Rehabilitation Counseling – August 2001

Troy State University
Troy, AL
Bachelor of Science – Rehabilitation/Psychology – June 1999

CERTIFICATIONS/AWARDS

Certified Rehabilitation Counselor – April 2002 to Present
Mobile Area Committee on Employment of People with Disabilities Professional
of the Year Award – October 2002
ASEA Emerging Leader – October 2004
ADRS Certificate of Appreciation for Services to Customers – November 2004
ADRS Leadership Training Institute Graduate – October 2007
ADRS Unit 6-3 Team Spirit Award – January 2008
AL-APSE Brenda McComb Leadership Award – June 2008
Junior League of Mobile – Active Member of the Year – May 2012
AL-APSE President's Award – July 2019

PROFESSIONAL/CIVIC MEMBERSHIPS

APSE/Alabama Association for Persons in Supported Employment – Member –
2001 to Present; Board Member – July 2006 – Present; Co-President –
June 2008 – January 2019
SWAPTE – Board Member April 2012 – Present; Finance Committee
Member – January 2015 – present; Executive Committee Member – 2017
- Present
DHR Mobile County – JOBS Task Force Committee Member – April 2019 –
Present
McGill-Toolen Softball Booster Club President – August 2019
Governor Appointed Member of the Human Services Technical Advisory
Committee (TAC) of the Alabama Committee on Credentialing and
Career Pathways – December 2019 - Present

PROFESSIONAL ACHIEVEMENTS

Presenter – DMH Region III Conference, Mobile Area Autism Support Group,
Augusta Evans Special School Parenting Night, Alabama Transition
Conference, Prichard Chamber of Commerce, University of South
Alabama Special Education Classes; SHRM – Mobile County Chapter
Disability Mentoring Day Mobile – Co-Founder - October 2005 – Job shadowing
experience for high school students with disabilities
ADRS PR Network Team –2008
ADRS Mentor – January 2008
VR Coordinator CR/VR Teen Transition Expo – February 2008
AL-APSE Concurrent Session Chairperson for Annual Conference – 2007 –
Present
ADRS Staff Conference – Concurrent Sessions Committee – 2008 and 2011
Conference
VR SMILE Enhancements Committee – 2009
VR Counselor Liaison – MARC 2001 – 2012; CRS – 2006 – April 2012
VR Supervisor Liaison – GWES of the Gulf Coast – April 2012 – Present;
Customized Employment Solutions – Clarke County ARC – February
2015 – Present; Volunteers of America – April 2012 – Present; AltaPointe
April 2012 - Present
VR Representative – Children’s Policy Council Mobile County – July 2011 –
April 2012
VR Efficient Spending Committee Member - 2014

REFERENCES

Karen Jenkins, 602 S. Lawrence St., Montgomery, AL 36104	334-293-7108
Connie Martin, 1610 Center St., Suite A, Mobile AL 36604	251-439-7849
Byron White, 100 N. Union St., Montgomery, AL 36130	334-353-7713

June 24, 2024

Mrs. Stephanie Streeter
Director Mobile County DHR

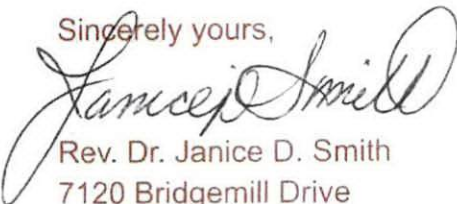
Dear Mrs Streeter,

I pray that this letter finds you well. It was a pleasure talking with you about changes coming my way. As an itinerant pastor in the Christian Methodist Episcopal Church we are required to go where we are sent. My next assignment involves my being transferred to the state of Florida even though my residence will remain in Mobile. This new move will require me to learn a new area and to be involved there.

These last nine years have been so fulfilling. Members of the board and staff treated me with the utmost respect and dignity. I was glad to provide comfort to families of members of the board who are now deceased and some of their family members. It was truly a blessing to be exposed to the many community organizations and the board's efforts to provide services to those in need.

Because of my new assignment, please accept my letter of resignation effective as of June 30, 2024. Thank you for affording me the opportunity to serve beyond my congregation and its immediate surroundings. May God continue to bless each of you as you continue to serve.

Sincerely yours,



Rev. Dr. Janice D. Smith
7120 Bridgemill Drive
Mobile, AL 36619

cc County Commision

Appendix A

Code of Alabama 1075

Section 38-2-7

County boards of human resources created; composition; terms of office; meetings; duties, etc.; county director.

There is hereby created in each county a county board of human resources, which shall consist of seven members, not less than two of whom shall be women, selected by the county commission from the citizenship of the county on the basis of their recognized interest in the public welfare; provided that in counties in which there are cities having a population of 60,000 or more, according to the last federal census, the city commission or other governing body of the city shall have equal authority the county commission in selecting the membership of the county board of human resources. No person holding an elective public office, no person who is a candidate for election to a public office, no person who is an employee of the county department of human resources and no person who is related by consanguinity or affinity within the fourth degree or nearer under the civil law to any such officer or employee shall be a member of such county board of human resources. The members of said board shall be appointed for a term of six years, and vacancies shall be filled for the unexpired term in the same manner as above provided. The county board shall elect from its members a chairman and a secretary to serve at its pleasure. The county board shall hold meetings under rules to be established by it in conformity with the regulations of the state board, and such additional meetings as may be called by the chairman. The presence of four members at any regular or special meeting shall constitute a quorum for the transaction of all business. Members of the county board shall serve without compensation for their services as members but shall be reimbursed for the amount of their traveling and other expenses actually paid out while in attendance at the meetings of the county board or on business of the department.

The county board, subject to the provisions of the merit system, shall appoint a county director, who shall be the executive officer of the county department, and the appointment shall be made without regard to political affiliation. The tenure of the county director shall be at the pleasure of the county board. Upon request of the local board, the state personnel department shall establish a county register of eligible who are residents of the county in which the vacancy exists. If no appointment is made from the local register or there is no local register, then appointment shall be made from the statewide register.

It shall be the further duty of the county board to meet from time to time with the county director and to point up unmet needs in the county, to advise concerning economic conditions in the county which might affect the welfare program, to assist in informing the citizens of the public welfare program, to cooperate other agencies, individuals, and organizations in the community in the development of facilities designed for human betterment, and to advise

(Acts 1951, No. 703, p. 1211, §7; Acts 1955, No. 341, p. 763, §5; Acts 1989, No. 89-853, p. 1702, §1.)

1
concerning changes which would make for a more effective and efficient public welfare program.

(Acts 1951, No.703, p.1211, §; Acts 1955, No.341, p.763, §5; Acts 1989, No. 89- 853, p. 1702, §1.)



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: October 25, 2024

SUBJECT: Weed Lien Group 1659 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1659**. Please place these on the City Council's Agenda for **Tuesday, November 5, 2024**.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER				
		1659			Res. No.	
8/13/82024		LOTS TO BE DECLARED			58-724	
9/24/2024		LOTS FOR PUBLIC HEARING			58-909	
11/5/2024		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	0 Maybrick Rd E Par No. (28 04 17 2 001 074.001)	39002	41364	\$ -	7	CBD
2	2817 Bank Ave	37725	41365	\$ 175.00	1	
3	320 Burton Ave	39039	41367	\$ -	1	CBD
4	0 Ruby St Par No. (29 02 44 0 011 010.XXX)	36177	41368	\$ 607.80	1	
5	2812 Lecren St	37861	41369	\$ 175.00	1	
6	257 N Ann St	38640	41370	\$ 175.00	2	
7	618 Donald St	38578	41371	\$ 175.00	1	
8	2267 Cedar Point Rd	39352	41372	\$ -	4	WL
9	1408 Alabama St	25606	41374	\$ 175.00	2	
10	0 Belsaw Ave Par No. (29 07 25 0 001 011.XXX)	38412	41376	\$ 595.00	2	
11	277 Cedar Dr	39027	41377	\$ -	2	CBD
12	1416 Tampa Dr	38163	41378	\$ 840.00	3	
13	1102 Anders Dr	38586	41380	\$ 50.00	7	CBO
14	2016 Hillcrest Rd	38488	41381	\$ 50.00	6	CBO
15	1353 Barker Dr E	38559	41382	\$ 175.00	7	
16	6502 Barker Dr N	38516	41383	\$ 50.00	7	
17	6405 Manor Dr	38279	41384	\$ -	7	CBD
18	355 Rylands St	37762	41386	\$ 175.00	2	
19	2063 Kentwood Lane	39921	41388	\$ 175.00	3	
20	907 Kendrick Dr	39204	41390	\$ 175.00	7	
21	219 Rylands Ln	39243	41588	\$ 175.00	2	
				\$ 3,942.80		
District total for this group		Lots Cut				
1	5	1	4			
2	6	2	5			
3	2	3	2			
4	1	4	0			
5	0	5	0			
6	1	6	0			
7	6	7	2			
	21		13			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Larry Fisher 10-25-24
Marchetta Jante 10-25-24



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 24, 2024

Lot Owner: **WHIGHAM JOSEPH & DOROTHY**
C/O EDWARD CHARLES WHIGHAM
Address: **304 BAY SHORE AVE APT 936**
City, State, Zip: **MOBILE, AL 36607**
Group Number: **1659** Item # **2**

Lot Description: **LOT 2 UNIT 2 PARADISE PARK SUB MBK 6/281 GRT SEC 44 T4S R1W #SEC 44 T4S R1W**
#MP29 02 44 0 012 (29 02 44 0 012 247.XXX) 2817 BANK AVE

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,200	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean

SECRETARY

Marjetha Scott

INSPECTOR

Harry K. Baker

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

Lot Owner: **LANIER LLEWAYLYN SR**
Address: **603 EAST FARCOTT STREET**
City, State, Zip: **MOBILE, AL 36606**
Group Number: **1659** Item # **4**

Lot Description: **LOT 1 CHARLES HOUSTON S/D MBK 80/11 #SEC 44 T4S R1W #MP29 02 44 0 011 (29 02 44 0 011 010.XXX) 0 RUBY ST/RIDGEWAY ST**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		13,824	\$ 0.0125	\$ 172.80
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	55	\$ 7.00	\$ 385.00
Total Project Cost:				\$ 607.80

Shelia Dean
SECRETARY

Margaretta Dante
INSPECTOR

Sam Parker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

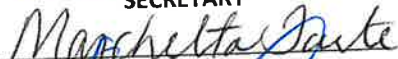
Lot Owner: **KINNER MARY**
Address: **223 INGATE ST**
City, State, Zip: **MOBILE, AL 36607**
Group Number: **1659** Item # **5**

Lot Description: **S 1/2 LOT 21 SHRINER & MCKEAN SUBD DBK 99 PG 257 #SEC 18 T4S R1W #MP29 08 18 4 002 (29 08 18 4 002 080.XXX) 2812 LECREN ST**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,448	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

Lot Owner: **WALTERS DERONE**
Address: **1970 SPRING DR**
City, State, Zip: **GARNER, NC 27529-3487**
Group Number: **1659** Item # **6**

Lot Description:

COMMENCING AT THE NORTHWEST CORNER OF CONGRESS AND ANN STREETS THEN RUN NORTH ALONG THE WEST SIDE OF SAID ANN ST 125 FT(S) TO THE POINT OF BEGINNING. RUN WESTERLY 120 FT THEN NORTHERLY 29.1 FT THEN EASTERLY 120 FT THEN SOUTHERLY ALONG SAID ANN ST 29.1 FT TO THE POINT OF BEGINNING. ALSO KNOWN AS THE NORTH 29.1 FT OF LOT 19 SQUARE 28 OF THE CAMP GROUND TRACT.
(29 06 40 0 007 100.XXX) 257 ANN ST N

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,182	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Skellia Dean

SECRETARY

Marchetta J. Tate

INSPECTOR

Harry Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

Lot Owner: **THOMPSON ROCHELLE**
Address: **20103 LIBBY RD**
City, State, Zip: **MAPLE HEIGHTS, OH 44137**
Group Number: **1659** Item # **7**

Lot Description: **LOT 10 BLK 1 THOMAS W FINCH SUB DBK 156 P 430 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 108.XXX) 618 DONALD ST**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,892	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Sheela Dean
SECRETARY

Marjhetta J. J. J.
INSPECTOR

Angela Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

Lot Owner: **ANDRY STEPHANIA, KALYN ANDRY
& KYLE ANDRY**
Address: **4607 WOODPOND CV**
City, State, Zip: **POWDER SPRINGS, GA 30127**
Group Number: **1659** Item # **9**

Lot Description: **LOT 11 SQ 18 GLENDALE PARK DBK 61 P 316 #SEC 22 T4S R1W #MP29 10 22 3 003 (29
10 22 3 003 087.XXX) 1408 ALABAMA ST**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,479	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

Angie Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

Lot Owner: **WILLIAMS RAYFORD EVERETTE**
Address: **525 CONWAY LN**
City, State, Zip: **IRONDALE, AL 35210-3301**
Group Number: **1659** Item # **10**

Lot Description: **LOT 29 BLK 2 DIXIE PARK MBK 3/273 #SEC 25 T4S R1W #MP29 07 25 0 001**
(29 07 25 0 001 011.XXX) 629 BELSAW AVE

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,875	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	60	\$ 7.00	\$ 420.00
Total Project Cost:				\$ 595.00

Shelia Dean

SECRETARY

Marchetta Gault

INSPECTOR

James Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

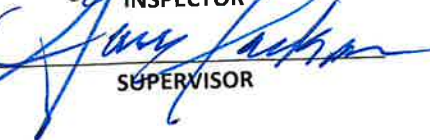
Lot Owner: **DONALDSON JACQUELYN A**
Address: **1416 TAMPA DR**
City, State, Zip: **MOBILE, AL 36605-3528**
Group Number: **1659** Item # **12**

Lot Description: **LOT 10 BLK B CEDAR POINT RD ESTS MBK 8 P 68 #SEC 40 T5S R1W #MP32 08 40 0 001
(32 08 40 0 001 110.XXX) 1416 TAMPA DR**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,979	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	95	\$ 7.00	\$ 665.00
Total Project Cost:				\$ 840.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

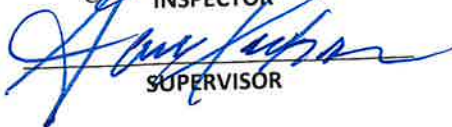
Lot Owner: **GAWRYCH HOLDINGS LLC**
Address: **16385 BISCAYNE BLVD UNIT 1915**
City, State, Zip: **AVENTURA, FL 33160**
Group Number: **1659** Item # **13**

Lot Description: **LOT 40 SECOND ADD TO WEST PARK MANOR MBK 11 P 148 #SEC 08 T4S R2W #MP28 03 08 4 002 (28 03 08 4 002 040.XXX) 1102 ANDERS DR**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,186	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

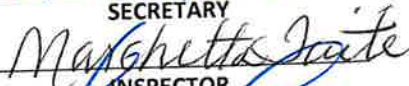
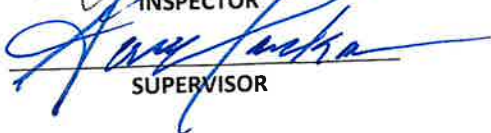
Lot Cleaning Invoice
October 24, 2024

Lot Owner: **HOGAR HISPANO INC**
Address: **4200 REGENT BLVD SUITE B200**
City, State, Zip: **IRVINGTON, TX 75063**
Group Number: **1659** Item # **14**

Lot Description: **LOT 4 MARYKNOLL 1ST UNIT MB K 14 P 2 #SEC 32 T4S R2W #MP28 09 32 4 000 (28 09 32 4 000 056.XXX) 2016 HILLCREST RD**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	13,726	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

Lot Owner: **TUGGLE EDWARD E &
MELINDA ANN TUGGLE**
Address: **1353 BARKER DR E**
City, State, Zip: **MOBILE, AL 36608-6310**
Group Number: **1659** Item # **15**

Lot Description: **LOT 165 WEST PARK MANOR MBK 10 P 263 #SEC 08 T4S R2W #MP28 03 08 1 001
(28 03 08 1 001 020.XXX) 1353 BARKER DR E**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,736	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Deau
SECRETARY

Marchetta Jente
INSPECTOR

Tamar Bonner
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

Lot Owner: **ELLISON DOROTHY C**
Address: **9325 VICKERS RD**
City, State, Zip: **SEMMES, AL 36575-4425**
Group Number: **1659** Item # **16**

Lot Description: **LOT 156 W PARK MANOR MBK 10 PG 263 #SEC 08 T4S R2W #MP28 03 08 1 001**
(28 03 08 1 001 029.XXX) 6502 BARKER DR N

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,903	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelie Dean
SECRETARY

Marcella Tate
INSPECTOR

James F. Smith
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 24, 2024

Lot Owner: **ROBERTSON VIRGINIA JOHNSON**
Address: **P. O. BOX 74**
City, State, Zip: **SEMMES, AL 36575-0074**
Group Number: **1659** Item # **18**

Lot Description: **TH N 34 FT OF LOT 15 THOMAS MOODY EST DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 233.XXX) 355 RYLANDS ST**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,957	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 24, 2024

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1659** Item # **19**

Lot Description: **COM AT NW COR LOT 18 BLK 2 IN ADD TO FOREST PARK SUB MBK 3/237 FROM SD PT RUN TH WLY ALG N/L LOT 17 25 FT TO POB FROM TH RUN NLY 156.5 FT TO PT ON S/L OF RD TH RUN NWLY 51 FT TO PT ON S/L SD RD TH RUN SLY 196.2 FT M/L TO PT ON N/L SD LOT 17 RUN TH ELY ALG SD LOT 17 51 FT TO POB BEING SD PPTY CONVEYED TO FRANK M SIMPSON & AVIS J SIMPSON DBK 382 PG 487 #SEC 34 T5S R1W #MP32 04 34 0 004 (32 04 34 0 004 103.XXX) 2063 KENTWOOD LN**

Nuisance Date: **8/13/2024** Posting Date: **9/10/2024** Hearing Date: **9/24/2024**

Date lot was cut: **10/14/2024** Contractor: **Tamar Bonner**

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,800	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Deen
SECRETARY

Marchetta Tate
INSPECTOR

Tamar Bonner
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

Lot Owner: **DAY MONICA & ROBERT R NUMMY**
Address: **248 E CAPITOL ST STE 340**
City, State, Zip: **JACKSON, MS 39201**
Group Number: **1659** Item # **20**

Lot Description: **LOT 5 FRY TRT RESUB LOT 12 MBK 5/43 #SEC 12 T4S R2W #MP28 01 12 4 000 (28 01 12 4 000 046.XXX) 907 KENDRICK DR**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,180	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Skelia Dean

SECRETARY

Marchetta J. Taylor

INSPECTOR

Ray F. Smith

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 24, 2024

Lot Owner: **ROBERTS MILDRED MCALEER**
Address: **119 SCARBOROUGH RD**
City, State, Zip: **CENTERVILLE, GA 31028**
Group Number: **1659** Item # **21**

Lot Description: **LOT 26 BLK 4 LEXINGTON HGTS DBK 70/126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 121.XXX) 219 RYLANDS LN**

Nuisance Date: 8/13/2024 Posting Date: 9/10/2024 Hearing Date: 9/24/2024
Date lot was cut: 10/14/2024 Contractor: Tamar Bonner

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,453	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean

SECRETARY

Marchetta Scute

INSPECTOR

James Jackson

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1659** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22, Code of Alabama 1975, of \$500.00 to the following employee:

- Pamela Major (November 2024) (Employee # 6884)
Municipal Archives

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs for results in an outstanding improvement in service to the public.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award & contract for delivered 1,000-2,000 gal loads #2 Diesel fuel. Price is per gallon markup over OPIS rack- good for one year, renewable for two addl one-year periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20241030 Davison Fuel Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 5 Nov 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid and Contract for Approval for Bulk Diesel Fuel

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award & contract for delivered 1,000-2,000 gal loads #2 Diesel fuel. Price
is per gallon markup over OPIS rack- good for one year, renewable for two addl one-year periods.
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

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

If not bid, state reason: Sealed Bid 5909

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

How many bidders submitted bids (if applicable): 0

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

Since no bids received, awarded in accordance with AL Code 41-16-50(b)(4)

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue the attached contracts for, the below proposed Bid Awards, to the designated vendors for the specified item 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 place orders as needed without further approval or other action by the City Council. The Bid Award contract 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)
5909	Diesel #2 Ultra Low Sulfur diesel fuel, delivered, 1,000 - 2,000 gallons	1	\$0.38 per gallon + Montgomery OPIS rack rate	One year, renewable for two additional one-year periods	<u>(42474) Davison Oil Company Inc</u>

Adopted:

City Clerk

CITY OF MOBILE

PROCUREMENT DEPARTMENT

October 21, 2024



BID NOTICE

**THE CITY OF MOBILE IS ISSUING BID #5909:
FUEL DIESEL**

TO VIEW BID, GO TO: cityofmobile.org/bids

SELECT: Bid #5909 – FUEL DIESEL

**BIDS WILL BE OPENED ON
TUESDAY, OCTOBER 29, 2024, AT 11:00 A.M.**

**BID MUST BE RETURNED IN A SEALED ENVELOPE.
*WRITE THE BID #, YOUR COMPANY NAME,
THE DATE AND TIME OF THE BID ON THE OUTSIDE OF
THE ENVELOPE.***

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Postal Service Does Not Deliver to This Street Address

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:
10/21/2024	5909	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Tuesday, October 29, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	FUEL DIESEL The City of Mobile requests bids for: #2 Diesel Fuels <u>SMALL LOAD</u> Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods. Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order. DELIVERY TICKETS ARE REQUIRED AT THE TIME OF DELIVERY. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount. The City requires the vendor to have an online ordering system such as a dedicated email for ordering. Exact quantity of fuel to be PURCHASED IS AN ESTIMATE. The City does attempt to place orders for fuel as close to amount as needed. The City does not guarantee exact quantity to be purchased. In the 2024 fiscal year, the City purchased approximately 59,000 gallons of #2 Diesel in small load quantities.					
			TOTAL			

Page 1 of 5

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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 Alabama, 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

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION																					
			Dollars	Cents	Dollars	Cents																				
	Page 2 of 5 The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the “Rack Avg” pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes. Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes. The following are taxes that the City of Mobile pays on each gallon of fuel purchased: <table><tr><td>Diesel:</td><td>AL Inspection Fee</td><td>.02</td></tr><tr><td></td><td>AL Wholesale Oil</td><td>.0075</td></tr><tr><td>License Fee</td><td>AL Storage Tank Fee</td><td>.012</td></tr><tr><td></td><td>Fed Exc. Lust Govt Tax</td><td>.001</td></tr><tr><td></td><td>Fed Env Rec Fee</td><td><u>.00214</u></td></tr><tr><td>(Oil Spill)</td><td></td><td></td></tr><tr><td></td><td>TOTAL</td><td>.04264</td></tr></table> It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change. The City of Mobile purchases the following type of fuel: Diesel #2 (Ultra Low Sulfur) Clear on Road In the event fuel is delivered on a holiday (day that no Fuel Report is done), vendors may charge the higher report price from the day before or the day after. Specifications, Samples, Protocols, Analysis Reports: Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.	Diesel:	AL Inspection Fee	.02		AL Wholesale Oil	.0075	License Fee	AL Storage Tank Fee	.012		Fed Exc. Lust Govt Tax	.001		Fed Env Rec Fee	<u>.00214</u>	(Oil Spill)				TOTAL	.04264				
Diesel:	AL Inspection Fee	.02																								
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(Oil Spill)																										
	TOTAL	.04264																								
			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.

Page_____ of _____

Page 495 of 906

Page_____ of _____

Page 496 of 906

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON A LINE-ITEM BASIS					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

**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)

**CITY OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633**



October 30, 2024

**DAVISON OIL COMPANY
8450 TANNER WILLIAMS ROAD
MOBILE, AL 36608**

REFERENCE: Bid #5909

This letter is to inform you that The City of Mobile awards to Davison Oil Co the following item listed on **Bid #5909 for fuel to October 31, 2025**. This bid is awarded in accordance with Alabama Code 41-16-50 B4.

- Diesel #2 (Ultra Low Sulfur) Clear on Road
1,000 – 2,000 Gallons per Delivery
- Set Price – Montgomery Rack OPIS Plus – \$0.38/gallon

Prices will remain firm through October 31, 2025. City agrees that taxes cited in Bid #5909 to be paid by City also will include Federal Superfund Fee at its current inflation-adjusted rate if required.

Your program manager (PM) for services under this agreement will be the Motor Pool Manager, or her representative. City PM will place delivery orders via electronic mail for delivery only to City fueling facilities referenced in Bid 5909. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to purchasing@cityofmobile.org. If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or purchasing@cityofmobile.org.

All other City purchases other than the items indicated above, to include oils, DEF, or services, will be made only by separate individual Purchase Order or separate contract award letter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

JP/en



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve Bid & Contract awards for bulk unleaded & no-ethanol gasoline fuels, delivered loads. Price is per gallon markup over OPIS rack price- good for one year, renewable for two addl one-year periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20241028 Traders Retif Fuel Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 5 Nov 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Bid & Contract for Approval for Bulk Unleaded and No-Ethanol Gasoline Fuels

PURPOSE & SCOPE OF PROJECT:

Approve Bid & Contract awards for bulk unleaded & no-ethanol gasoline fuels, delivered loads. Price is per gallon markup over OPIS rack- good for one year, renewable for two addl one-year periods.
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

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

If not bid, state reason: Sealed Bid 5906

How many bidders received bid packages (if applicable): 15+Internet

How many bidders submitted bids (if applicable): 3

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue the attached contracts for, the below proposed Bid Awards, to the designated vendors for the specified item 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 place orders as needed without further approval or other action by the City Council. The Bid Award contract 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)
5906	Unleaded no-ethanol gasoline fuel, deliveries less than 2,000 gallons	1	\$0.40 per gallon + Montgomery OPIS rack rate	One year, renewable for two additional one-year periods	<u>(289505) Retif Oil & Fuel LLC</u>
5906	Unleaded E87 gasoline fuel, deliveries less than 8,200 gallons	1	\$0.0707 per gallon + Montgomery OPIS rack rate (1-8199 gals)	One year, renewable for two additional one-year periods	<u>(279229) Petroleum Traders Corporation</u>
5845	Unleaded E87 gasoline fuel, deliveries at or greater than 8,200 gals	1	\$0.001 per gallon + Montgomery OPIS rack rate	One year, renewable for two additional one-year periods	<u>(279229) Petroleum Traders Corporation</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5906

FUEL GASOLINE

VENDORS		PETROLEUM TRADERS CORPORATION	RETIF OIL AND FUEL LLC	TARTAN OIL LLC			
Line	Items						
1	GASOLINE UNLEADED REGULAR E-10 87 OCTANE 1000-8199 GALLONS PER DELIVERY	\$ 0.070700	\$ 0.300000	NO BID			
2	GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING 8200 GALLONS OR MORE PER DELIVERY	\$ 0.001000	\$ 0.069000	\$ 0.005900			
3	GASOLINE UNLEADED 89% OCTANE 0% ETHANOL 1000-2000 GALLONS PER DELIVERY	NO BID	\$ 0.400000	NO BID			

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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**

Postal Service Does Not Deliver to This Street Address

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 10/16/2024	BID NO. 5906	DEPARTMENT Various	Commodities to be delivered F.O.B. Mobile to: As Specified
--------------------	-----------------	-----------------------	---

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Friday, October 25, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	FUEL The City of Mobile requests bids for: - Regular E-10 Unleaded Gasoline, and - Unleaded Gasoline, 89 Octane, 0% Ethane. Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods. Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order. DELIVERY TICKETS ARE REQUIRED AT THE TIME OF DELIVERY. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount. The City requires the vendor to have an online ordering system. The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the “Rack Avg” pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes. All orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes. City will purchase off the contract and pay by Invoice.					
	Page 1 of 5					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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**.
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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION																		
			Dollars	Cents	Dollars	Cents																	
	Page 2 of 5 The following are taxes that the City of Mobile pays on each gallon of fuel purchased: <table><tr><td>Gasoline/E-10:</td><td>AL Inspection Fee</td><td>.02</td></tr><tr><td></td><td>AL Trust Fund</td><td>.012</td></tr><tr><td></td><td>Oil Spill Tax</td><td>.00214</td></tr><tr><td></td><td>Fed Lust</td><td>.001</td></tr><tr><td></td><td>Fed Superfund Fee Recovery</td><td><u>.00405</u></td></tr><tr><td></td><td>TOTAL</td><td>.03919</td></tr></table> It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change. The City of Mobile purchases the following type of fuel: Gasoline Unleaded Regular E-10 Octane Rating. Gasoline may contain a maximum of 10% Ethanol. Gasoline Unleaded 89 Octane, 0% Ethanol. In the event fuel is delivered on a holiday (day that no Fuel Report is done), vendors may charge the higher report price from the day before or the day after. Specifications, Samples, Protocols, Analysis Reports: Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) 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 that the City of Mobile chooses. If requested, 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.	Gasoline/E-10:	AL Inspection Fee	.02		AL Trust Fund	.012		Oil Spill Tax	.00214		Fed Lust	.001		Fed Superfund Fee Recovery	<u>.00405</u>		TOTAL	.03919				
Gasoline/E-10:	AL Inspection Fee	.02																					
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	Fed Superfund Fee Recovery	<u>.00405</u>																					
	TOTAL	.03919																					
			TOTAL																				

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of_____

TOTAL

Page 508 of 906

Page_____ of _____

Page 509 of 906

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 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. Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org . CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON A LINE-ITEM BASIS					
			TOTAL			

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**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)

CITY OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633



October 29, 2024

RETIF OIL & FUEL LLC
PO BOX 919138
DALLAS, TX 75391-9138

REFERENCE: Bid #5906

This letter is to inform you that The City of Mobile awards to Retif Oil & Fuel LLC the following item listed on **Bid #5906** for **fuel** to **October 31, 2025**.

- Gasoline Unleaded 89% Octane, 0% Ethanol
1,000-2,000 Gallons per Delivery

Prices will remain firm through October 31, 2025. City agrees that taxes cited in Bid #5906 to be paid by City also will include Federal Superfund Fee at its current inflation-adjusted rate if required.

Your program manager (PM) for services under this agreement will be the Motor Pool Manager, or her representative. City PM will place delivery orders via electronic mail for delivery only to City fueling facilities referenced in Bid 5906. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to purchasing@cityofmobile.org. If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or purchasing@cityofmobile.org.

All other City purchases other than the items indicated above, to include oils, DEF, or services, will be made only by separate individual Purchase Order or separate contract award letter.

Sincerely,



John Paine
Purchasing Agent
City of Mobile

JP/en

**CITY OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633**



October 29, 2024

**PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY
FORT WAYNE, IN 46804**

REFERENCE: Bid #5906

This letter is to inform you that The City of Mobile awards to Petroleum Traders Corporation the following items listed on **Bid #5906** for **fuel to October 31, 2025**.

- Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery
- Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

Prices will remain firm through October 31, 2025. City agrees that taxes cited in Bid #5906 to be paid by City also will include Federal Superfund Fee at its current inflation-adjusted rate if required.

Your program manager (PM) for services under this agreement will be the Motor Pool Manager, or her representative. City PM will place delivery orders via electronic mail for delivery only to City fueling facilities referenced in Bid 5906. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to purchasing@cityofmobile.org. If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or purchasing@cityofmobile.org.

All other City purchases other than the items indicated above, to include oils, DEF, or services, will be made only by separate individual Purchase Order or separate contract award letter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Paine', is written over a horizontal line.

John Paine
Purchasing Agent
City of Mobile

JP/en



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to OSINT software provider for annual renewal of open-source intelligence software for MPD Cyber.

Amount of Contract:

\$69,300.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241030 OSINT Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 5 November 2024 Date Item No. _____

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

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to OSINT Software Provider

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to OSINT software provider for annual renewal of
open-source intelligence software for MPD Cyber.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$69,300.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

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
<u>1313</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL SUBSCRIPTION RENEWAL OF OPEN-SOURCE INTELLIGENCE SOFTWARE FOR MPD CYBER (BID EXEMPT AS SOFTWARE)	\$69,300.00	<u>(297413) OSINT SOFTWARE PROVIDER</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001313-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor Tel#202-679-8482	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
------------------------------------	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602
 Delivery Reference
 REBECCA.TURK@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	297413				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

General Notes

*RENEWAL OF EXISITING SOFTWARE.
 STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

EVAN.SMITH@

1-202-666-9790 001 LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	69300.00000	69300.00
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Additional Description Notes

- LICENSE CONFIGURATION:
 2 USERS @ \$44,100.
 2 STANDARD USERS @ \$25,200.

License dates: 11/1/2024-11/1/2025

Vendor Item

Inventory Item/Loc 1723

1 1000.30.15.1502.1502.1502.0000.0000.42140.	69300.00
--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001313-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 2
---	---	--------

Vendor Tel#202-679-8482	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
---	--

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602
 Delivery Reference
 REBECCA.TURK@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	297413				GULF COAST TECHNOLOGY CENTE

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 Delivery Reference REBECCA.TURK@CITYOFMOBILE.ORG			

Requisition Link

Requisition Total 69300.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42140.	69300.00	2206007.82
GULF COAST TECHNOLOGY CENTER MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	10/25/24	JASON SMITH	
Approved	10/25/24	CURTIS GRAVES	Auto approved by: 910520680
Approved	10/28/24	ROBERT LASKY	
Approved	10/28/24	CURTIS GRAVES	Auto approved by: 910519642
Approved	10/30/24	DONALD ROSE	Auto approved by: 9105fola
Approved	10/30/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/30/24	STEVEN KRONINGER	Auto approved by: 9105fola



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 6 MSA G1 SC Breathing Apparatus with facepieces and cylinders.

Amount of Contract:

\$62,304.00

Funding Source

FY24 Port Security Grant

ATTACHMENTS:

1. 20241031 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 5 November 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 6 MSA G1 SC Breathing Apparatus
with facepieces and cylinders.
FY24 Port Security Grant Program

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$62,304.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5905

How many bidders received bid packages (if applicable): 31+ web

How many bidders submitted bids (if applicable): 3

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

Low bidder withdrew bid.

RESOLUTION

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
<u>635</u>	2025	(2590) GRANT MANAGEMENT	6 MSA G1 SC BREATHING APPARATUS WITH FACEPIECES AND CYLINDERS (SEALED BID 5905)	\$62,304.00	<u>(198904)</u> <u>SUNBELT FIRE</u> <u>INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 0000635-00 FY 2025
	PO 25001333
	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.47010.
	Review:
	Buyer: 910520704
	Status: Converted
	Page 1
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
KELSI TIPPERY/JASON BROWNE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/30/24	198904				GRANT MANAGEMENT
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

001	AS PER QUOTE AND BID # 5905 MSA G1 SCBA MAKE: MSA MODEL: G1FS442MA2Q3LAA 4500 PSI, QUICK CONNECT, STD HARNESS W/ CHEST STRAP, ADJUSTABLE SWIVELING LUMBAR, QUICK CONNECT REGULAR HOSE, WAIST MOUNT QUICK FILL, EXTENDAIRE II, PASS, SPEAKER MODULE, ALKALINE BATTERY	6.00 EACH	7869.00000	47214.00
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1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT24.INVJUST2 .HARNESSMOD.			47214.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
KELSI TIPPERY/JASON BROWNE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Bill To	Requisition 00000635-00 FY 2025 PO 25001333
	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010.
	Review:
	Buyer: 910520704
	Status: Converted
	Page 2

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
KELSI TIPPERY/JASON BROWNE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	198904				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
002	G1 FACEPIECE, MEDIUM, RUBBER HEAD HARNESS, CLOTH NECK STRAP MAKE: MSA MODEL: G1FPFM1MRC1	6.00 EACH	350.00000	2100.00

1	5309.30.15.0000.0000.1530.0000.0000.47020. E G-PDPORT24.INVJUST2 .FACEPIECE .			2100.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
KELSI TIPPERY/JASON BROWNE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

003	CARBON CYLINDER, 4500 PSI, 45 MINUTE, QUICK CONNECT MAKE: MSA MODEL: 10175708 **VENDOR TO PROVIDE 1 SPARE CYLINDER FOR EACH CYLINDER BOUGHT**	10.00 EACH	1299.00000	12990.00
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1	5309.30.15.0000.0000.1530.0000.0000.47020. E G-PDPORT24.INVJUST2 .CARBONCYL .			12990.00
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Bill To	Requisition 00000635-00 FY 2025
	PO 25001333
	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010.
	Review:
	Buyer: 910520704
	Status: Converted

Page 3

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
KELSI TIPPERY/JASON BROWNE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	198904				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
KELSI TIPPERY/JASON BROWNE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Requisition Link

Requisition Total 62304.00

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

Account	Amount	Remaining Budget
E G-PDPORT24.INVJUST2 .CARBONCYL .	12990.00	531105.12
E G-PDPORT24.INVJUST2 .FACEPIECE .	2100.00	531105.12
E G-PDPORT24.INVJUST2 .HARNESSMOD.	47214.00	531105.12

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47010.	47214.00	
PORT SECURITY GRANT EXP EQUIPMENT (GREATER \$5000)		
5309.30.15.0000.0000.1530.0000.0000.47020.	15090.00	
PORT SECURITY GRANT EXP EQUIPMENT (LESS THAN \$5000)		

Bill To	Requisition 0000635-00 FY 2025 PO 25001333
	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010.
	Review:
	Buyer: 910520704
	Status: Converted
	Page 4

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
KELSI TIPPERY/JASON BROWNE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	198904				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Cancelled	10/30/24	SAMANTHA COOLEY	GL Allocation, GL Allocation,
Approved	10/11/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/11/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/11/24	SHAUNAGYE SIMMS	
Approved	10/11/24	RANDY THREADGILL	Auto approved by: 910520990
Approved	10/14/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/14/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/14/24	SHAUNAGYE SIMMS	
Approved	10/14/24	RANDY THREADGILL	Auto approved by: 910520990
Rejected	10/30/24	SHAUNAGYE SIMMS	OVER BUDGET
Approved	10/30/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/30/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/30/24	SHAUNAGYE SIMMS	
Approved	10/30/24	RANDY THREADGILL	Auto approved by: 910520990
Forward	10/10/24	MICHAEL SPAFFORD	Automatic Forward to 910519540
Approved	10/11/24	DONALD ROSE	Auto approved by: 9105fo1a
Approved	10/11/24	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	10/11/24	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	10/11/24	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	10/11/24	LONELL HARRIS	Auto approved by: 9105fo1a
Approved	10/11/24	ANNE FOLEY	
Approved	10/11/24	JOHN PAINE	Auto approved by: 9105fo1a
Approved	10/31/24	DONALD ROSE	Auto approved by: 910520704
Approved	10/31/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	10/31/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	10/31/24	SAMANTHA COOLEY	
Approved	10/31/24	LONELL HARRIS	Auto approved by: 910520704
Approved	10/31/24	ANNE FOLEY	Auto approved by: 910520704

=====	=====
Bill To	Requisition 00000635-00 FY 2025
	PO 25001333
	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.47010.
	Review:
	Buyer: 910520704
	Status: Converted
	Page 5
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
KELSI TIPPERY/JASON BROWNE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/30/24	198904				GRANT MANAGEMENT
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
Approved 10/31/24 JOHN PAINE			
	Auto approved by: 910520704		

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE
AIR MASKS
FIRE

BID NO.: 5905
DATE: 10/29/2024

Bid Date: 08/08/2024

BID QUANTITIES		AIRGAS			SUNBELT FIRE			LADD SUPPLY CO INC.		
ITEM DESCRIPTION	Qty.	UNIT	BID	TOTAL	UNIT	BID	BID	UNIT	BID	TOTAL
MSA G1 SCBA	1	EACH	\$ 8,402.50	\$ 8,402.50	EACH	\$ 9,097.00	\$ 9,097.00	EACH	\$ 11,275.00	\$ 11,275.00
G1 FACE PIECE	1	EACH	\$ 405.00	\$ 405.00	EACH	\$ 418.00	\$ 418.00	EACH	\$ 546.00	\$ 546.00
G1 CYLINDER	1	EACH	\$ 1,259.90	\$ 1,259.90	EACH	\$ 1,365.00	\$ 1,365.00	EACH	\$ 1,692.00	\$ 1,692.00
TOTAL			10,067.40	10,067.40		10,880.00	10,880.00		13,513.00	13,513.00

NAFECO		AMERICAN DIVING SUPPLY		WESCO GAS & WELDING SUPPLY		RITZ SAFETY	
UNIT	BID	UNIT	BID	UNIT	BID	UNIT	BID
NO BID		NO BID		NO BID		NO BID	

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Purchasing Department
and Package Delivery:This is Not an Order
.....Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

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

Typed by: en Buyer: 009

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

DATE 10/16/2024	BID NO. 5905	DEPARTMENT FIRE	Commodities to be delivered F.O.B. Mobile to: TO BE SPECIFIED
--------------------	-----------------	--------------------	--

This bid must be received and stamped by the Purchasing office not later than:

12:01 P.M., Tuesday, October 29, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX QTY 1-15	AIR MASK <u>MSA G1 SCBA</u> Specifications as Follows: • SYSTEM PRESSURE: 4500 PSI • CYLINDER CONNECTION: QUICK CONNECT • HARNESS: STANDARD HARNESS W/ CHEST STRAP • LUMBAR TYPE: ADJUSTABLE SWIVELING LUMBAR • REGULATOR HOSE TYPE: QUICK CONNECT REGULAR HOSE • EMERGENCY BREATHING SUPPORT: WAIST MOUNT QUICK FILL AND EXTENDABLE II • PASS • SPEAKER MODULE • BATTERY TYPE: ALKALINE BATTERY • MSA PART #: G1FS442MAQ3LAA Make _____ Model _____ Upon award the City will purchase a minimum of 1 item.					
APPX QTY 1-15	<u>G1 FACE PIECE</u> Specifications as Follows: • SIZE: MEDIUM • HEAD HARNESS: RUBBER • NECKSTRAP: CLOTH • MSA PART #: G1FPPM1MRC1 Make _____ Model _____ Upon award the City will purchase a minimum of 1 item.					
Page 1 of 3			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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 Alabama, 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

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX QTY 1-20	Page 2 of 3 <u>G1 CYLINDER</u> Specifications as Follows: • CARBON CYLINDER • CYLINDER PRESSURE: 4500 PSI • CYLINDER DURATION: 45 MINUTE • CONNECTION TYPE: QUICK CONNECT • MSA PART #: 10175708 Make _____ Model _____ Upon award the City will purchase a minimum of 1 item. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of_____

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Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.
2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
4. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

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

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

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

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

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

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

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

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

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

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



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)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Traliant Holdings Inc for annual subscription for Traliant Employee Standards of Conduct online training services.

Amount of Contract:

\$25,520.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241030 Traliant Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 5 November 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Traliant Holdings Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Traliant Holdings Inc for annual subscription for Traliant Employee Standards of Conduct online training services. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,520.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

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
<u>634</u>	2025	(0535) OFFICE OF PROF RESPONSIBILITY	ANNUAL SUBSCRIPTION FOR TRALIAN EMPLOYEE STANDARDS OF CONDUCT ONLINE TRAINING SERVICES (PROFESSIONAL SERVICE)	\$25,520.00	<u>(297983)</u> <u>TRALIAN</u> <u>HOLDINGS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000634-00 FY 2025 Acct No: 1000.10.05.0535.0535.0500.0000.0000.42115. Review: Buyer: 9105paij Status: Approved
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Page 1

Vendor TRALIAN HOLDINGS INC 1600 ROSECRANS AVE 4TH FL MEDIA CENTER MANHATTAN BEACH, CA 90266 Tel#323-925-4097	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST 3RD FLOOR (OPR) ATTN: GEORGE MOBILE, AL 36602 george.glaser@cityofmobile.org
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/24	297983				OFFICE OF PROF. RESPONSIBIL

LN Description / Account	Qty	Unit Price	Net Price
001 Annual software license for the use of the Traliant training platform and content for annual Code of Conduct Training. This is year two of a three year agreement signed by John Paine 5/30/2023. Invoice is for FY 2024. THIS IS YEAR 2.	1.00 EACH	25520.00000	25520.00

1 1000.10.05.0535.0535.0500.0000.0000.42115. 25520.00

Ship To
 OFFICE OF PROF. RESPONSIBILITY
 200 GOVERNMENT ST
 3RD FLOOR (OPR) ATTN: GEORGE
 MOBILE, AL 36602

Deliver To

[Requisition Link](#)

Requisition Total 25520.00

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

Account	Amount	Remaining Budget
1000.10.05.0535.0535.0500.0000.0000.42115.		
OFFICE OF PROF. RESP. EXP SOFTWARE COSTS	25520.00	375341.07

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000634-00 FY 2025 Acct No: 1000.10.05.0535.0535.0500.0000.0000.42115. Review: Buyer: 9105paij Status: Approved
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Page 2

Vendor TRALIAN HOLDINGS INC 1600 ROSECRANS AVE 4TH FL MEDIA CENTER MANHATTAN BEACH, CA 90266 Tel#323-925-4097	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST 3RD FLOOR (OPR) ATTN: GEORGE MOBILE, AL 36602 george.glaser@cityofmobile.org
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/24	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/10/24 DANIEL DAVIS		Auto approved by: 910520859	
Approved	10/10/24 MICHELLE GRUZS			
Forward	10/10/24 MICHAEL SPAFFORD		Automatic Forward to 910519540	
Approved	10/11/24 DONALD ROSE		Auto approved by: 9105fo1a	
Approved	10/11/24 SANDRA LEWIS		Auto approved by: 9105fo1a	
Approved	10/11/24 STEVEN KRONINGER		Auto approved by: 9105fo1a	
Approved	10/11/24 SAMANTHA COOLEY		Auto approved by: 9105fo1a	
Approved	10/11/24 LONELL HARRIS		Auto approved by: 9105fo1a	
Approved	10/11/24 ANNE FOLEY			
Approved	10/11/24 JOHN PAINE		Auto approved by: 9105fo1a	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tyler Technologies Inc for implementation and one year subscription for Tyler Decision Engine application wizard for Tyler Enterprise Permitting and

Licensing software for MIT

Amount of Contract:

\$17,387.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241030 Tyler Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 5 November 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent

Department Head

Sponsored by: William S. Stimpson
Name

Mayor

Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Tyler Technologies Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tyler Technologies Inc for implementation and one year
subscription for Tyler Decision Engine application wizard for Tyler Enterprise Permitting and
Licensing software for MIT. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,387.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

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
<u>1467</u>	2025	(5000) INFORMATION TECHNOLOGY	IMPLEMENTATION AND ONE YEAR SUBSCRIPTION FOR TYLER DECISION ENGINE APPLICATION WIZARD FOR TYLER ENTERPRISE PERMITTING AND LICENSING SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE)	\$17,387.00	<u>(292630) TYLER TECHNOLOGIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001467-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor TYLER TECHNOLOGIES INC P O BOX 203556 DALLAS, TX 75320-3556 Tel#515-817-2723	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	292630	10/28/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

THIS IS A THREE YEAR AGREEMENT, BUT FOR THIS REQ WILL ON BE PAYING 1ST YEAR AND ONE TIME FEES.

001	Enterprise Permitting & Licensing Extensions Decision Engine MONTHLY FEE IS \$1314.00.	1.00 EACH	14187.00000	14187.00
-----	--	-----------	-------------	----------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			14187.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	Configuration Training - Remote 4 HOURS @ \$200/HR.	4.00 EACH	200.00000	800.00
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1	1000.10.23.5000.5000.5000.0000.0000.42115.			800.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001467-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor TYLER TECHNOLOGIES INC P O BOX 203556 DALLAS, TX 75320-3556 Tel#515-817-2723	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	292630	10/28/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Professional Implementation Consulting - Remote 8 HOUR @ \$200/HR.	8.00 EACH	200.00000	1600.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1600.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001467-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor TYLER TECHNOLOGIES INC P O BOX 203556 DALLAS, TX 75320-3556 Tel#515-817-2723	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	292630	10/28/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
004 Project Management Services - Remote 4 HOUR @ \$200/HR.	4.00 EACH	200.00000	800.00
1 1000.10.23.5000.5000.5000.0000.0000.42115.			800.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total 17387.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	17387.00	3832421.38
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	10/28/24	GREG HOLLIDAY	Auto approved by: 91057606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001467-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved
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Page 4

Vendor TYLER TECHNOLOGIES INC P O BOX 203556 DALLAS, TX 75320-3556 Tel#515-817-2723	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	292630	10/28/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/28/24 SCOTT KEARNEY			
Approved	10/28/24 UDARA JAYASENA			
Approved	10/30/24 DONALD ROSE		Auto approved by: 91057606	
Approved	10/30/24 SANDRA LEWIS		Auto approved by: 9105fo1a	
Approved	10/30/24 STEVEN KRONINGER		Auto approved by: 9105fo1a	
Approved	10/30/24 SAMANTHA COOLEY		Auto approved by: 9105fo1a	
Approved	10/30/24 LONELL HARRIS		Auto approved by: 9105fo1a	
Approved	10/30/24 ANNE FOLEY			
Approved	10/30/24 JOHN PAINE		Auto approved by: 9105fo1a	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Wilkins Miller LLC for FY 2024 audit for the Police and Fire Pension Fund.

Amount of Contract:

\$16,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241030 Wilkins Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 5 November 2024 Date Item No. _____

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

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Wilkins Miller LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Wilkins Miller LLC for FY 2024 audit for the Police and Fire Pension Fund.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$16,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

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
<u>1552</u>	2025	(2550) POLICE & FIRE PENSION	FY2024 PENSION FUND AUDIT SERVICES (PROFESSIONAL SERVICES)	\$16,000.00	<u>(236180)</u> <u>WILKINS MILLER</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001552-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Approved	Page 1
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Vendor
WILKINS MILLER LLC
P O BOX 70047

Ship To
POLICE & FIRE PENSION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 424
MOBILE, AL 36644

MOBILE, AL 36670

Tel#251-410-6700
Fax 251-410-6799

Deliver To
POLICE & FIRE PENSION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 424
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	236180	11/08/24			POLICE & FIRE PENSION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	ENGAGEMENT LETTER AND ORIGINAL CONTRACT NO# 373 ATTACHED. ANNUAL AUDIT OF THE POLICE AND FIRE PENSION FOR FY 2024	1.00 EACH	16000.00000	16000.00
1	1000.10.90.9000.9000.9000.0000.0000.42200.			16000.00

Ship To
POLICE & FIRE PENSION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 424
MOBILE, AL 36644

Deliver To
POLICE & FIRE PENSION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 424
MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	16000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42200.	16000.00	
CITY HALL OVERHEAD EXP	PROFESSIONAL & TECHNICAL	

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001552-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 WILKINS MILLER LLC
 P O BOX 70047

Ship To
 POLICE & FIRE PENSION
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 424
 MOBILE, AL 36644

MOBILE, AL 36670

Tel#251-410-6700
 Fax 251-410-6799

Deliver To
 POLICE & FIRE PENSION
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 424
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	236180	11/08/24			POLICE & FIRE PENSION

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
Approved	10/30/24 SCOTT PROVINCE	Auto approved by: 910519237		
Approved	10/30/24 DONNA BRYARS			
Approved	10/30/24 CODY SCOTT	Auto approved by: 910519237		
Approved	10/30/24 JESSICA CATES	Auto approved by: 910519237		
Approved	10/30/24 CYNTHIA TOWNER	Auto approved by: 910519237		
Approved	10/30/24 DONALD ROSE	Auto approved by: 9105paij		
Approved	10/30/24 SANDRA LEWIS	Auto approved by: 9105paij		
Approved	10/30/24 STEVEN KRONINGER	Auto approved by: 9105paij		
Approved	10/30/24 SAMANTHA COOLEY	Auto approved by: 9105paij		
Approved	10/30/24 LONELL HARRIS	Auto approved by: 9105paij		
Approved	10/30/24 ANNE FOLEY	Auto approved by: 9105paij		
Approved	10/30/24 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

Jason Smith, Director

Sponsored by:

Robert Lasky, Executive Director of Public Safety

Purpose and Scope of Project:

1170- Authorize agreement with Protec Video(Vendor ID 294102) for Gulf Coast Technology Center: \$625,000.00 (10041502/42200) (Sponsored by Robert F. Lasky and Mayor Stimpson)(Submitted by Jason S. Smith Gulf Coast Technology Center)

Amount of Contract:

\$625,000

Funding Source

10041502/42200

ATTACHMENTS:

1. ProtecVideo_FY2025 Contract

REVIEWERS:

Rebecca Turk

Donna Bryars

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

That the mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a one-year contract, by and between the City of Mobile and **PROTECVIDEO, LLC.**, in an amount not to exceed \$625,000.00 for a period ending December 31,2025, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technology, training, and consulting services A copy of said contract is on file in the office of the City clerk.

Adopted

City Clerk



ANNUAL SERVICE CONTRACT

THIS AGREEMENT made and entered into by and between PROTECVideos, LLC (hereinafter "SERVICE PROVIDER"), and CITY OF MOBILE (hereinafter "CUSTOMER");

WITNESSETH:

WHEREAS the CUSTOMER is authorized and empowered to contract with the SERVICE PROVIDER for the engagement of the following services, some defined at a specific billable rate, per person, per hour:

- (a) **Technical Consulting and Subject Matter Expert Services (\$250/Hour);**
- (b) **Video and Network Design Services (\$300/Hour);**
- (c) **Maintenance and Repair (excluding hardware and licenses) For Existing Video Sites and Locations (\$95/Hour);**
- (d) **Internet Connectivity Services for Sites;**
- (e) **Storage, Transmission, and Housing of Imagery;**
- (f) **Covert Implementation and Installation Services;**
- (g) **Remote System Monitoring Services (\$125/Hour);**
- (h) **Subscription Service Fees (Annual / New Sites) (\$3,400.00/Camera)**
- (i) **Subscription Service Fees (Annual / Existing Sites) (\$1,200/Camera)**
- (j) **Archival Services for Evidentiary or Recording Purposes;**
- (k) **Specialized Vehicle Fees (\$550/Day/Vehicle), As Needed;**
- (l) **Mobilization Fees (General)**
- (m) **Supplemental Power Supply Services (\$2,600/Request)**
- (n) **Problem Solving and Research and Development Services (\$250/Hour)**

WHEREAS the SERVICE PROVIDER is permitted or otherwise certified and permitted, in accordance with established laws, policies, standards, or commonly accepted practices to perform the Professional Services (as a SERVICE PROVIDER) which are requested and desired by the CUSTOMER, now therefore:

IT IS AGREED by and between the two parties as follows:

SECTION 1 – RESPONSIBILITIES OF SERVICE PROVIDER

- 1.1 **SCOPE OF SERVICES:** The SERVICE PROVIDER shall furnish and perform the various Professional Services of this Agreement, to the extent which this Agreement applies, and as specifically provided above, for the duration and until completion of the Period or Term of this Agreement, outlined above. All services rendered under this contract will service The City of Mobile, and no other entities, unless otherwise and explicitly requested by The CUSTOMER. At the time of the signing of this agreement, The Customer and other agencies share mutual access to those systems providing similar services across multiple jurisdictions. The CUSTOMER may continue to have access and share across this system so long as the participating entities cooperate in the same regard.

1.2 GENERAL DUTIES AND RESPONSIBILITIES

- (a) Personnel: The SERVICE PROVIDER shall assign one or more qualified personnel to perform the Professional Services required for the Agreement. At the time of execution of this Agreement, the parties anticipate that the following individual, listed below, will perform as the "Principal Point of Contact" on this Contract; **even though he or she may employ the services of others from within the SERVICE PROVIDER's Company** to assist or complete services; at his or her discretion.

Name: JOHN D. MURPHY
Address: P.O. BOX 25
STOCKTON, AL 36579.
Title: OWNER

- (b) Standard of Care: In the performance of professional Services, SERVICE PROVIDER will use the level of care and skill ordinarily exercised by reputable members of SERVICE PROVIDER's profession currently practicing in the same professional community, under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- (c) Independent Contractor: The SERVICE PROVIDER is an independent contractor and as such is not an employee of the CUSTOMER.

SECTION 2 – CUSTOMER RESPONSIBILITIES

2.1 GENERAL DUTIES AND RESPONSIBILITIES

- (a) Communication: The CUSTOMER shall provide to the SERVICE PROVIDER information and criteria regarding the CUSTOMER's requirement for the contract and needs of service; examine and respond in a timely manner to the SERVICE PROVIDER's submissions or performance-based results; and give notice to the SERVICE PROVIDER whenever the CUSTOMER observes or otherwise becomes aware of any deficiency in the quality of services rendered or required repairs.
- (b) Access to Customer Space: The CUSTOMER shall allow and give access to space currently held, occupied, or owned, for which operational necessities exist for The SERVICE PROVIDER to provide the contracted services. This includes access to, and permission to use, and CUSTOMER owned facilities or buildings, for the duration of This Agreement.
- (c) Customer Representative: The CUSTOMER will assign the person indicated below to represent the CUSTOMER in coordinating this Agreement with the SERVICE PROVIDER, with authority to transmit instructions and define the specific needs of the CUSTOMER.

Name: _____
Address: _____

Title: _____
Phone: _____

SECTION 3 – TERM, RETAINER, AND COMPENSATION

3.1 TERM

- (a) The TERM for this agreement shall commence on or about **October 21, 2024**, or when all parties have signed, if after that date, and continue for approximately 12-months. Written notice shall be given to the SERVICE PROVIDER, 60 days in advance of any termination of this Agreement. The CUSTOMER agrees to pay for all incurred fees due, during the 60-day notice period. The CUSTOMER shall only be responsible for payment of fees which were incurred prior to the notice of termination, and during the 60-day notice period.

3.2 ADVANCE FEE / PRE-PAYMENT

- (a) The CUSTOMER shall pay SERVICE PROVIDER upfront for the first month's pro-rated service fees, in the amount of \$ **13,500.00** at the time of signing this agreement; The amount of the pre-paid fees represents an amount equal to the billable fees for any services which may have been provided, rendered, or incurred, during "gap" periods of contracting; specifically, between 2024 Annual Contract Periods and 2025 Annual Contract Periods.

3.3 COMPENSATION

- (a) In consideration of the services provided, the SERVICE PROVIDER is to be paid by the CUSTOMER pursuant to the attached hourly and standard rate fee schedule, an amount NOT TO EXCEED **\$625,000.00**.
- (b) Failure of the CUSTOMER to approve items necessary for the SERVICE PROVIDER to perform under the terms of this agreement, shall not obligate the SERVICE PROVIDER to perform those tasks for which the services or payments, if "necessary" or "required", shall have been provided but were not.
- (c) **All invoices shall be paid within fifteen (15) days of submission.** A grace period of an additional fifteen (15) days shall accrue for unpaid invoices during the initial submission period. After the initial period, plus grace period (30-days total), a **LATE FEE** shall be applied equal to **4.5%** of the total invoice amount per month, until such invoice is paid in full, plus the late fee(s). Failure to pay the entire invoice amount at any time, or failure to pay in a recurring timely manner shall be reason for SERVICE PROVIDER to discontinue services and access to same, until such time as payment is received in full, or the period of performance under this contract expires.
- (d) There are many functions within the technology service industry which cannot be itemized, to include the rendering of emails, correspondences, minor repairs, scheduling, etc. These services are considered part of GENERAL and ADMINISTRATIVE COSTS for the period of this Agreement. All invoices submitted for payment will include a standard **G&A Service Fee of 3.5%**. Itemizing this fee separately allows The SERVICE PROVIDER to reduce significant price increase built into other service areas of the contract.

SECTION 4 – MUTUAL PROVISIONS

4.1 DISPUTE RESOLUTION

- (a) If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, SERVICE PROVIDER and CUSTOMER agree first to try in good faith to settle the dispute by negotiations between senior management of SERVICE PROVIDER and Senior management of CUSTOMER. If such negotiations are unsuccessful, SERVICE PROVIDER and CUSTOMER agree to attempt to settle the dispute by good faith mediation, as described herein where disputes shall be subject to independent mediation with both sides entering

into mediation with a genuine intent to resolve the matter. The mediator shall be selected by The CUSTOMER with equal split of costs between the parties. If this matter does not settle in Mediation, a special judge may be selected by Protecvideo, LLC to hear all remaining issues not resolved by the mediator. A Mediator shall be identified on the Alabama Dispute Resolution Registry; and a special judge may be selected from any retired judge and or any judge identified on the Alabama Dispute Resolution Registry. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Mobile County, Alabama. CUSTOMER and SERVICE PROVIDER hereby waive the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

4.2 OWNERSHIP OF INSTRUMENTS OF SERVICE

- (a) Reports, drawings, plans training materials, or other documents (or copies) furnished to SERVICE PROVIDER by the CUSTOMER shall, at CUSTOMER's written request, be returned upon completion of the Services hereunder; provided, however that SERVICE PROVIDER may retain one (1) copy of all such

4.3 INDEMNIFY AND HOLD HARMLESS

- (a) SERVICE PROVIDER shall indemnify and save CUSTOMER and its employees and officials from loss to the extent caused or incurred as a result of the negligence, errors or omissions of the SERVICE PROVIDER, its offices or employees in performance of Services pursuant to this Agreement.
- (b) SERVICE PROVIDER understands and agrees that much of the material and conversations discussed by and between the CUSTOMER, its CUSTOMER's, staff, or other representatives, as well as with the SERVICE PROVIDER may be confidential and covered legally under privilege or other categorization as sensitive.

SECTION 5 – COMPLIANCE

- (a) 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. If Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.
- (b) OPEN TRADE PROVISION. In compliance with Alabama Act 2016-312, 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.
- (c) INSURANCE. For the term of this Agreement, the 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:
 - (i.) 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
- (ii.) 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 (1) and (2) above)
 - (3) Bodily injury and property damage combined - \$500,000 per occurrence
- (d) WORKERS' COMPENSATION/EMPLOYER'S LIABILITY. (when required by statute)
 - (1) Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.
- (e) Said insurance coverage shall be Primary and Non-contributory; waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be 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.
- (f) **If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.**

SECTION 6- ENTIRE AGREEMENT

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

SECTION 7 - APPLICABLE LAW

- (a) This Agreement is entered into under and pursuant to the laws of the State of Alabama.

SECTION 8 – ASSIGNMENT OF AGREEMENT

- (b) This Agreement shall not be assigned or transferred by either the SERVICE PROVIDER or the CUSTOMER without the written consent of the other.
- (c) If any portion of this agreement shall be deemed unlawful or in conflict; the remaining sections of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on this _____ day of _____, 2024.

FOR THE SERVICE PROVIDER:

By: 
JOHN D. MURPHY
PROTECVIDEO, LLC

Title: OWNER

FOR THE CUSTOMER:

By: _____
Name: _____

Title: _____

Business License & Taxes
Account Review

[2 Licenses](#) | [Return to Accounts](#)

PROTECVIDEO LLC

Account ID	103529
Status	ACTIVE
DBA Name	PROTECVIDEO LLC 12451 CR-64 AL 36551
Location	PROTECVIDEO LLC PROTECVIDEO LLC ProtecVideo LLC 2516106802
Business owner name	
Agent operator name	
Business contact name	
Business phone number	
Alternate phone number	
Fax number	
Email	jmurphy@protecvideo.com
Website	ProtecVideo.com

Contacts

Contact Name	Phone	Email
John Murphy	2516106802	jmurphy@protecvideo.com

[Details](#)

[Add New](#)

Licenses	NAICS Description	License Category	License Type	Status
Reference				
1256	DO NOT RENEW - SEE 443112	RETAIL TRADE	COMPUTER EQUIPMENT-RETAIL SALE	INACTIVE
44494	SECURITY SYSTEMS - SALE-INSTAL -STATE LIC REQ	ADMIN SUPPORT	SECURITY SYSTEMS-SALE-INSTAL	ACTIVE

STATE OF ALABAMA

CONTROL NO
2920122

BALDWIN COUNTY

LICENSE NO
2407631

ACCOUNT NO.
60885

ISSUED TO:

PROTECVIDE0 LLC
MURPHY, JOHN
PO BOX 25
STOCKTON, AL 36579

LICENSE YEAR

2023-2024

DATE ISSUED

11 06 2023

MO DAY YR

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
52692 HWY 225
STOCKTON, AL 36579

EXPIRES
September 30, 2024
RENEW IN OCTOBER

RL:

U21 - #2920122 - T2 - P1282934 - M1

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS (\$200k+)	375.00	1.00	56.25	0.00	2.48	434.73

TRANSFER OF LICENSE

Evidence has been adduced before me that a bona fide transfer of this license has been made by licensee, this license is transferred to said purchaser

Kathleen D. Baxter

State Comptroller

Vernon Barnett

Commissioner of Revenue

HARRY D'OLIVE JR

Issuing Authority

Name of Purchaser

Issuing Authority

TOTAL 434.73

MAIL FEE 0.00

TOTAL WITH MAIL FEE 434.73

2024 - 2407631
11/6/2023 3:14:16 PM
U21 - #2920122
T2 - P1282934 - M1

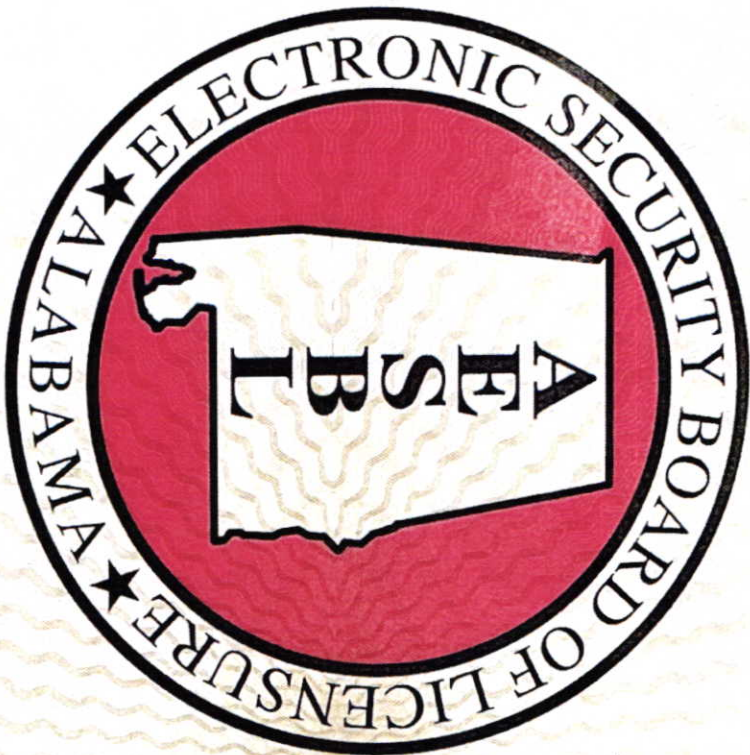
PROTECVIDE0 LLC
MURPHY, JOHN
PO BOX 25
STOCKTON, AL 36579

ProTec Video, LLC

LICENSED FOR CCTV WORK

Permit # 2024/2025-001689

Given this day by the
Alabama Electronic Security
Board of Licensure.



01/01/24

Date

12/31/25

Expires

Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:	CONTACT NAME:	Rhett Butler	
US Risk, LLC	PHONE (A/C, NO. EXT):	(866) 315-3838	Fax (A/C, No.): (214) 265-4932
8401 N. Central Expressway, Suite 1000	E-MAIL ADDRESS:	info@securityamericains.com	
Dallas TX 75225	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Underwriters at Lloyd's, London	AA1122000
INSURED:	INSURER B:		
ProTecVideo LLC	INSURER C:		
PO Box 25	INSURER D:		
	INSURER E:		
Stockton AL 36579	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	GENERAL LIABILITY	X		SPG185625	12/19/2023	12/19/2024	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PROFESSIONAL LIABILITY	\$1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						COMBINED SINGLE LIMIT (Ea accident)	
	AUTOMOTIVE LIABILITY						BODILY INJURY (Per person)	
	☐ ANY AUTO						BODILY INJURY (Per accident)	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	DED ☐ RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					EACH OCCURRENCE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	(Mandatory in NH) ☐						MED EXP (Any one person)	
	If yes, describe under DESCRIPTION OF OPERATIONS below						PERSONAL & ADV INJURY	

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

The City of Mobile is listed as Additional Insured as respect to General Liability coverage related to operations of the Named Insured.

CERTIFICATE HOLDER

The City of Mobile
P.O. Box 1827Mobile AL 36633
kevin.levy@cityofmobile.org

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

Randall Goss, CEO/Chairman

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. John Murphy	
2 Business name/disregarded entity name, if different from above ProTecVideo LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from FATCA reporting code (if any) N/A (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 52692 State Hwy 225 (P.O. Box 25)	Requester's name and address (optional)
6 City, state, and ZIP code Stockton, ALabama 36579	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
4	7		-	3	3	4	0	3	0 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► **17 Oct 24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the ProTecVideo LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer 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 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. § 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 agrees to grant E-Verify access only to current employees who need E-Verify access. Employers 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.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. 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 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 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.

7. 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.
8. 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 6 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.

9. 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.

10. 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.

11. The Employer must use E-Verify 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.

12. 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.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo 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).

14. 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).

15. The Employer agrees that it will use the information it receives from E-Verify 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.

16. 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 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.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, 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.

19. 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.

20. 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.

21. 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.

22. 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.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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 create a second case for 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 an E-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 Form I-9 information 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.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer 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 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. § 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 Employer.
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 employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer 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 Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer 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 Employers 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 employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer 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 Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, 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.

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.

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 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 and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
John Murphy	Owner
	17 Oct 24
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Information Required for E-Verify

Information relating to your Company:

Company Name:	ProTec Video LLC
Company Facility Address:	52692 Hwy 225 Stockton AL 36579
Company Alternate Address:	PO Box 25 Stockton AL 36579
County or Parish:	Baldwin
Employer Identification Number:	47-3340305
North American Industry Classification Systems Code:	N/A
Parent Company:	N/A
Number of Employees:	5
Number of Sites Verified for:	1

Are you verifying for more than one site? **No**

If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)
-------	-----------------	---------

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	John Murphy
Telephone Number:	251 610-6802
Fax Number:	—
E-mail Address:	jmurphy@protecvideo.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



My Company Account

My Company Profile

Company Information

Company Name

Protecvideo LLC

Doing Business As (DBA) Name

Protecvideo LLC

Company ID

1332280

Enrollment Date

Aug 13, 2018

Employer Identification Number (EIN)

473340305

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

1 to 4

NAICS Code

813

Sector

Other Services (Except Public Administration)

SubsectorReligious, Grantmaking, Civic, Professional, and
Similar Organizations[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

52692 Hwy. 225
Stockton, AL 36579

Mailing Address

PO Box 25
Stockton, AL 36579

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[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](#) [Site Map](#)



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

Gerard McCants, Operations Manager

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To provide meals and transportation for seniors that are participating in the SAIL program.

Amount of Contract:

\$174,816

Funding Source

Budget line item

ATTACHMENTS:

1. 2024-2025 SARPC - SAIL Resolution
2. SAIL Contract For Signature FY2024-2025

REVIEWERS:

Gerard McCants

Donna Bryars

Chris Kern

James Barber

2024-2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with the South Alabama Regional Planning Commission to perform all necessary services provided under this contract for Parks and Recreation Department. The Planning Agency agrees to pay the contractor (The City of Mobile) as provided in the statement of work but in no event shall exceed \$50,000 as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

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

Adopted:

_____ City Clerk

**CONTRACT FOR SERVICES UNDER TITLE III
OF THE OLDER AMERICANS ACT**

October 1, 2024 - September 30, 2025

This Agreement, entered into as of this 1st day of October 2024, by and between the City of Mobile (herein called the "Contractor") and the South Alabama Regional Planning Commission (herein called the "Planning Agency")

WITNESSETH

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contractor. The Planning Agency hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with Project of the Planning Agency.
2. Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with the respecting area within:

City of Mobile
3. Scope of Services. The Contractor shall do and perform and carry out, in a satisfactory and proper manner, as determined by the Planning Agency the services described in Exhibit 1, "Scope of Services," attached hereto and made a part of this Agreement.
4. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed by September 30, 2025.
5. Modification. This Agreement may be modified by amendment duly executed by authorized officials of the Contractor and the Planning Agency.
6. Compensation.
 - a. Aging Funds. The Planning Agency agrees to pay the Contractor the total sum of Fifty Thousand Dollars (\$50,000) for the services described herein.
 - b. Matching Funds. The Contractor agrees to document to the Planning Agency the total sum of One Hundred Seventy-four Thousand Eight Hundred Sixteen Dollars (\$174,816) in cash or in-kind services.
 - c. Total Contract. The total amount of this contract, including Federal funds and matching funds (services) is Two Hundred Twenty-four Thousand Eight Hundred Sixteen Dollars (\$224,816).
 - d. Meals. The Planning Agency will provide no less than Twenty-five (25) congregate meals per day of operation at each of the four SAIL Centers, beginning October 1, 2024 and ending September 30, 2025. The actual number

of meals and serving days may vary depending on SAIL Center participation and available funding.

7. Method of Payment. The Planning Agency will pay to the Contractor the amount or amounts of Federal funds set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services.
- a. The Contractor shall prepare a certified monthly report (Form provided by Planning Agency) which is a requisition for payment for reimbursement of expenditures, a financial status report, a statement of unexpended funds on hand and a statement of non-Federal matching funds (cash and in-kind resources) received and expended, and monthly, signed time sheets. This report is to be submitted to the Planning Agency by the 5th day of the month following the month for which funds were expended.
 - b. Subject to receipt of funds from the Alabama Department of Senior Services, the Planning Agency will utilize the working capital basis to pay the Contractor the Federal fund amount set forth in Paragraph 6 on a monthly basis to be used for the purposes of this Contract. Upon review of the reasonableness of expenditures and their conformance to the Contractor's approved component budget, the Planning Agency will reimburse the City of Mobile for approved expenditures such that:
 - c. The contractor shall spend, but not exceed, one twelfth (1/12) or Four Thousand One Hundred Sixty-six Dollars (\$4,166) of the budgeted Aging funds per month during the contract period. Those months having three pay periods may exceed one twelfth only to the extent necessary to meet payroll expenses for staff paid out of this contract. Local match shall be spent first as necessary to meet monthly expenditure requirements.
 - d. Payments shall be made subject to satisfactory completion of services covered by Paragraph 3, as required hereunder, and as determined by the Planning Agency. Reports covering services rendered under this Contract shall be due in the Planning Agency's office as follows:
 - i. **Weekly reports are due on the first work day of the week following their completion.**
 - ii. **Monthly reports, including time sheets, are due on the 5th day of each month, November 2024 through October 2025, covering the previous 30-day period.**
 - iii. **Final financial reports are due on October 5, 2025.**
 - e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum of Fifty Thousand Dollars (\$50,000) for all of the services required.
 - f. The Planning Agency reserves the right, in its sole discretion, to change the dollar amount of this contract based on Federal/State dollars actually received in the Notice of Grant Award from the Alabama Department of Senior Services, and to renegotiate this contract with the Contractor.
8. Recoupment of ineligible meals costs. Meals paid for with federal or state funds must be served to eligible persons age 60 and older, the spouse of a participant age 60 and older, or a volunteer at the nutrition center for each complete and certified meal delivered by the nutrition vendor. Meals not served to eligible congregate meal participants must be

reimbursed to the Planning Agency for payment to the Alabama Department of Senior Services. This policy was developed at the direction of the Alabama Department of Senior Services. Invoices to Contractor for reimbursement for ineligible meals will be sent to the Contractor at least quarterly.

9. Non-Allowance of Administrative Fees. Federal or State funds made available through this contract may not be expended on administrative costs for program operation. Administrative costs are an allowable expenditure only to the extent they represent matching funds provided through local resources. Any and all exceptions to this policy require prior written approval by the Planning Agency.
10. Maintenance of Funds. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Planning Agency and the Alabama Department of Senior Services to assure a proper accounting to all project funds, including both Federal and non-Federal matching of funds expended. These records shall be retained for three years from the date of submission of the final expenditure report under this Contract.
11. Maintenance of Equipment. The Contractor is responsible for the performance of scheduled maintenance listed by the manufacturer of all major equipment such as vehicles and refrigerators, purchased with funds provided by the Planning Agency and/or the Alabama Department of Senior Services. Failure to properly maintain equipment, through routine maintenance recommended by the manufacturer, and the performance of necessary repairs, may result in the disallowance of certain expenses and/or replacement costs related to equipment purchased in whole or in part through funds awarded by the Planning Agency and/or the Alabama Department of Senior Services.
12. Shift of Funds. Funds may be shifted between budget categories without prior written approval by the Planning Agency to the extent that such action does not result in a substantial change in the approved project, that it does not increase in excess of 10% of the sum originally approved for such category nor result in an expenditure of any item of equipment costing in excess of \$100. From time to time this Contract may be amended pending written agreement between the Contractor and the South Alabama Regional Planning Commission.
13. Records and Information. All records and other information maintained by the Contractor about persons receiving services under this contract are confidential and shall be protected by the Contractor from unauthorized disclosure; however, nothing in this paragraph shall affect the requirements or provisions of Paragraphs 14 and 15 below or Exhibit 1, "Scope of Services", attached.
14. Audits and Inspections. At any time during normal business hours and as often as the Planning Agency, Alabama Department of Senior Services, and/or the Comptroller General of the United States may deem necessary, there shall be made available all of its records with respect to all matters covered by this Contract and will permit the Planning Agency, U. S. Commissioner on Aging, Alabama Department of Senior Services, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

Office of Management and Budget Circular, A-128 and OMB Circular A-133, of Federal Regulations set forth requirements for audit of Federal programs. These audit

requirements apply to organizations receiving aging program funds, both at the State Agency level and the State Agencies/Sub-Grantee level.

Two copies of each current audit report are to be mailed directly to the South Alabama Regional Planning Commission, P. O. Box 1665, Mobile, Alabama 36633. One copy of each current audit report must also be mailed to the Department of Senior Services for filing.

All Contractors of the South Alabama Regional Planning Commission are required by Act 94-914 passed by the Alabama State Legislature to forward a copy of every audit report at the time of its receipt by the entity to: Department of Examiners of Public Accounts, Post Office Box 302251, Montgomery, Alabama 36130-2252, Attention: Audit Report Repository, unless the Contractor is audited directly by the Examiners of Public Accounts.

15. Evaluation. The Contractor agrees that the Area Agency on Aging personnel or the Planning Agency may carry out monitoring and evaluation activities as determined necessary by the Planning Agency.
16. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior approval by the Planning Agency.
17. Civil Rights and Disability Rights. The Contractor has completed an Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as amended, form HHS-441, Exhibit No. III; and an Assurance of Compliance with Title II of The Americans With Disabilities Act, 1990, Form SARPC ADA, Exhibit IV.

The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967, as amended, and The Americans With Disabilities Act of 1990 which will assure that the project makes no distinction on the grounds of race, color, national origin, sex, age, or disability, in providing to individuals any services, financial aid or other benefits financed in whole or in part with funds provided through the terms of this agreement.

Specifically, the Contractor must account for:

- a. Program Accessibility. Except as otherwise provided for in (existing facilities), no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any other public entity.
- b. Communications must be as effective for people with disabilities as for others. This includes communications with employees, applicants for employment positions, participants in programs, and members of the public. Communication is defined as follows:
 - c. Visual: letters, handouts, publications, posters, advertisements, notices, signage, fax systems, etc.
 - d. Audible: oral, radio, telephone, voice mail systems, etc.
 - e. Electronic: TDD's, computer, bulletin boards, etc.

- f. Tactile: raised letter signage, Braille, "hands-on" programs, etc.
- g. Information and Signage. A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities, services, and activities. Also, each accessible entrance to a facility must have a sign bearing the international symbol for accessibility.
- h. Inform all beneficiaries of their right to file complaints with the State, and the State Department of Senior Services.

18. Equal Employment Opportunity.

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post in places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. 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, national origin, age, or disability. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- b. The Contractor shall keep such records and submit such records concerning racial and ethnic origin, and disability status of the applicants for employment and employees as the Secretary may require.
- c. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

19. Interest of Contractor. The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

20. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Alabama Department of Senior Services under which this Contract is made is terminated by the Alabama Department of Senior Services the Planning Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5)

days before the effective date of such termination. In the event of termination all property and finished or unfinished documents, data, records, and reports, prepared by the Contractor under this Contract shall at the option of the Planning Agency, become the property of the Planning Agency, and the Contractor shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

21. Termination for Convenience of Contractor. The Contractor may terminate this Contract at any time giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

IN WITNESS THEREOF, the South Alabama Regional Planning Commission and the Contractor have executed this Agreement as of the date first above written.

ATTEST:


Julie McGee
Area Agency on Aging Director

ATTEST:

By: _____

GRANTOR:

SOUTH ALABAMA REGIONAL PLANNING
COMMISSION


John F. Rhodes
Executive Director

CONTRACTOR
CITY OF MOBILE

By: _____

Title: _____

Federal Employer I.D. Number: _____

**FY 2025
Scope of Services
City of Mobile**

Title III

The contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Planning Agency, the following services:

A. Access Services

1. Transportation and Escort

The Contractor will provide transportation and escort services for persons sixty (60) years and older at least five (5) days a week with particular emphasis on low-income and minority elderly to the following centers:

Trinity Gardens – at least 5 days a week

Hillsdale – at least 5 days a week

Sullivan – at least 5 days a week

Parkway – at least 5 days a week

The Contractor will provide transportation services to the elderly to and from the centers. To also provide transportation for Doctor's visits, Food Stamp Office, Social Security Office, shopping assistance, recreation and other purposes as needed. The Contractor will provide the drivers for the vehicle(s).

2. Outreach

The Contractor will provide outreach to as many older persons as possible by concentrating outreach activities (telephoning, visiting, and distribution of informational/educational brochures, etc.) to groups that have a high percentage of either/or low-income, rural and minority members and by providing community education and training to persons who come in contact with older persons on a frequent basis.

Community outreach will be undertaken at minority churches and through programs that address low-income persons. High-risk persons will be reached through efforts aimed at hospitals, long-term care facilities, the Medicaid Waiver Program, and Senior Aides Program. The Area Agency on Aging will assist the Contractor in these efforts and outreach activities will be reported on a monthly basis and maintained by the Area Agency on Aging.

3. Information and Referral

The Contractor shall continue to provide an information and referral service in cooperation with other agencies, particularly the Area Agency on Aging. Assistance will be provided to the Planning Agency in dissemination of information and referral activities particularly to isolated, low-income and minority elderly. The Contractor shall provide assistance in the distribution of information to isolated, low-income and/or minority elderly.

B. Nutrition Center Operation

1. The Contractor will provide four (4) nutrition centers for the purpose of serving meals in a clean and pleasant atmosphere that is also accessible to handicapped individuals, and provide access to kitchen and restroom facilities which meet local health and fire code

requirements and to ensure the use of utilities to include telephone at the center for the period of this contract.

2. The Contractor shall provide four (4) Center Managers five (5) hours per day for five (5) days a week. Emphasis for selection of a manager should be placed on participants and/or retired persons. This person will be hired with the approval of the Planning Agency. In addition, to provide staff with a plan defining their responsibilities during emergencies, i.e., fire, illness and Acts of God.
3. The nutrition center of community center when applicable must stay open for four (4) hours a day Monday through Friday unless it is an approved holiday closing, even when meals are not being served due to a reduction in serving days or a field trip. The purpose is to allow seniors desiring to come to the center for socialization and recreation that opportunity.
4. The Contractor shall arrange for an adequate number of volunteers to assist the Center Manager with special consideration to Retired Senior Volunteers.
5. The Contractor will provide supportive services as addressed in the Title III Rules and Regulations.

C. Meals

1. Trinity Gardens: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
2. Hillsdale: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
3. Sullivan: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
4. Parkway: To receive no less than 25 congregate meals per day of operation; which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
5. The Contractor is responsible for serving all meals ordered and received to eligible participants daily. An updated waiting list is to be utilized to ensure all meals are served to eligible participants. The Contractor will be billed and is to reimburse the Planning Agency for any meals not served to eligible participants. Sign in logs, meal certification forms, and AIMS reports substantiate meals served to eligible participants.

Holiday Schedule: The nutrition centers will be closed on the following:

October 14	Columbus Day
November 11	Veterans Day
November 28-29	Thanksgiving
December 25-31	Christmas
January 1	New Year's Day
January 20	Martin Luther King
February 17	President's Day
March 3-4	Mardi Gras
April 18	Good Friday
April 28	State Holiday
May 26	Memorial Day
June 2	State Holiday
June 19	Juneteenth
July 4	Independence Day
September 1	Labor Day

D. Training

To ensure that personnel will attend certain training sessions provided by the Planning Agency. In particular, Center Managers must attend training once per month and attend annual training.

E. Eligibility for Services Provided

The Contractor assures that preference will be given to providing services to older individuals with the greatest economic and/or social needs, with particular attention to low-income minority individuals. The Contractor also assures that with all services provided under this contract utilizing Older Americans Act funds, no means test may be used to determine the eligibility of older persons.

F. Equipment

In the event the Contractor uses a portion of Title III monies for the acquisition of vehicles and/or equipment, the Contractor shall have the use of the vehicle and/or equipment for the duration of the program. If either the Planning Agency or the Contractor terminates this contract, the disposition of the purchase will be made by the Planning Agency.

G. Accounts and Records

Records will be maintained on all contributions received by the contractor. Once contributions are collected, they should be counted by two (2) persons (Center Manager and a participant). Contributions should be listed on an Area Agency on Aging monthly donation form. The total contributions should be added and verified and both persons should sign the form for each entry. Contributions should be given to the contractor or designated persons for making bank deposit. At the end of each month, the Center Manager should send to the Area Agency on Aging a copy of the monthly donation form and a copy of the deposit slips for each deposit made. Contributions should be deposited as soon as possible, preferably on a daily basis. Cash should not be left at the center overnight. These contributions should be sent to the Planning Agency at the end of each month along with the monthly financial report.

1. The Contractor will maintain an individual record for each participant on the Title III Client Intake Form as prepared by the Alabama Department of Senior Services. New clients must complete this form when they request services; existing clients must update this form each year. This form is required by all Title III clients if they receive any of the following

services during the year: Personal Care, Homemaker, Chore, Home Delivered Meals, Adult Day Care/Health, Case Management, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, Caregiver Respite, or Caregiver Supplemental Services.

2. The Contractor will ensure that the following records, where applicable, will be provided to the Planning Agency as required.
 - a. Weekly meal report and voucher
 - b. Monthly supportive and services report
 - c. Monthly attendance log
3. Monthly Aging Information Management System (AIMS) reports must be completed online by the 5th of the month following the month of delivered services.
4. To maintain records in such a manner that individuals' confidentiality will not be violated.

H. Publicity

Any major publicity reports should acknowledge that the contract services are made available through a grant from the Alabama State Department of Senior Services and the South Alabama Regional Planning Commission under Title III of the Older Americans Act, 1965 (as amended, 2000).

I. Guidelines

In any situation not covered specifically by this contract, Contractor will follow the guidelines of Title III Older American Act, 1965 (as amended, 2000).

EXHIBIT II

CONTRACTOR City of Mobile TYPE OF GRANT:CONTRACT NUMBER 316-AAA-2025

☒ Title III-B
☒ Title III-C-1
☐ Title III-C-2
☐ Title III-D
☐ Title III-F
☐ Other

Trinity Gardens, Hillsdale, Sullivan, and Parkway Centers
BUDGET SUMMARY

CONTRACT PERIOD: FROM October 1, 2024 THRU September 30, 2025

CATEGORY	AGING FUNDS	ESTIMATED LOCAL RESOURCES		TOTAL
		Local Cash	In-Kind	
Personnel*	50,000	174,816		224,816
Personnel Travel				
Space				
Utilities				
Postage & Telephone				
Supplies				
Training				
Transportation				
Insurance				
Office Furniture & Other Equipment				
Other				
TOTAL	\$50,000	142,912		\$224,816

* Breakdown of personnel costs

Position	Title III Funds	Local Cash
Tricksey Center Manager	\$ 6,250	\$ 21,852
Tricksey Driver	6,250	21,852
Parkway Center Manager	6,250	21,852
Parkway Driver	6,250	21,852
Sullivan Center Manager	6,250	21,852
Sullivan Driver	6,250	21,852
Hillsdale Center Manager	6,250	21,852
Hillsdale Driver	6,250	21,852
TOTALS	\$50,000	\$174,816

**ASSURANCE ON COMPLIANCE WITH THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

The City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be otherwise subjected to discrimination under any program or activity for which the Sub-grantee received Federal financial assistance from the Alabama State Department of Senior Services, a recipient of Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2024

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

**ASSURANCE ON COMPLIANCE WITH THE
U. S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT**

The Title III Contractor, the City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Sub-grantee received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2024

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

**ASSURANCE OF COMPLIANCE WITH THE
DRUG-FREE WORKPLACE ACT OF 1988**

CONTRACTOR, SUBCONTRACTOR AND HOST AGENCY CERTIFICATION

All contractors, subcontractors, and host agencies of contract-funded positions shall certify to compliance with the Drug-Free Workplace Act of 1988. All contractors, subcontractors and host agencies must notify South Alabama Regional Planning Commission in writing of any criminal drug statue conviction for a violation by any of their personnel while in the performance of grant or contract funded through South Alabama Regional Planning Commission, or by any enrollee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any contractor, subcontractor or host agency that knowingly fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with South Alabama Regional Planning Commission or the services provided through the respective program.

Date: October 1, 2024

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

Date: October 1, 2024

City of Mobile
 Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

NOTE: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 2006 Independence Avenue, SW, Washington, DC 20201-0001.

**ASSURANCE OF HOW THE CONTRACTOR INTENDS TO SERVE THE NEEDS OF
LOWER INCOME MINORITY AND RURAL RESIDENTS
{SEC. 306 8 (A) (5) (a) (II)}**

City of Mobile _____

Date: October 1, 2024

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

**Certification Regarding Debarment, Suspension, Ineligibility,
And Voluntary Exclusion - Lower Tier Covered Transactions**

(To be supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date: October 1, 2024

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Hughes 360 Services LLC to clean storm drainage ditches in areas near Langan Park, Ansley Drive North, and Three-Mile Creek, in approximate amount \$450,000.00

Amount of Contract:

Approximately \$450,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 2024-3 Agenda Package Ditches

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
Brandi Montgomery
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 5 November 2024 Date Item No. _____

Submitted by: Public Services Department Dexter Johnson Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: Shonnda Smith Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Storm Drainage Ditch Cleaning

PURPOSE & SCOPE OF PROJECT:

Contract with Hughes 360 Services LLC to clean storm drainage ditches in areas near Langan Park, Ansley Drive North, and Three-Mile Creek, in approximate amount \$450,000.00.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Approx \$450,000.00

FUNDING SOURCE:

Budget Item: 10042086F 42070 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 2024-2086-203

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

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Hughes 360 Services, LLC, to provide storm drainage ditch cleaning services in areas near Langan Park, Ansley Drive North, and Three-Mile Creek, in an amount of approximately \$450,000.00, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



**STORM DRAINAGE DITCH
CLEANING (LANGAN PARK, ANSLEY
DR. N., THREE MILE CREEK)**

PROJECT No. 2024-2086-203

BID DATE – OCTOBER 2, 2024

ADDENDUM NO. 1

**STORM DRAINAGE DITCH CLEANING
(LANGAN PARK, ANSLEY DR. N., THREE MILE CREEK)**

CITY OF MOBILE PROJECT NO. 2024-2086-203

BID DATE: SEPTEMBER 18, 2024

ADDENDUM NO. 1

ISSUED: SEPTEMBER 11, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **REPLACE PAGE 4**, IN ITS ENTIRETY WITH THE REVISED PAGE 4.
2. **REPLACE PAGE 7**, IN ITS ENTIRETY WITH THE REVISED PAGE 7.

Note: License requirements were revised.

We, as duly authorized representatives of Hughes 360 Services, LLC. (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.


Signature

9/30/24
Date

Ernest Hughes Jr
Printed Name

**CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF
CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 2

STORM DRAINAGE DITCH CLEANING (LANGAN PARK, ANSLEY DR. N., THREE MILE CREEK)

CITY OF MOBILE PROJECT NO. 2024-2086-203

BID DATE: OCTOBER 2, 2024

ADDENDUM NO. 2

ISSUED: SEPTEMBER 11, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. REPLACE THE COVER PAGE, IN ITS ENTIRETY WITH THE REVISED COVER PAGE.
2. REPLACE PAGE 3, IN ITS ENTIRETY WITH THE REVISED PAGE 3.
3. REPLACE PAGE 10, IN ITS ENTIRETY WITH THE REVISED PAGE 10.

Note: The Bid Opening date and Question Deadline have been postponed for 2 weeks. The new Question Deadline is 12:00 p.m. on September 30, 2024. The new Bid Opening date is 2:30 P.M. October 2, 2024. This will allow time for questions regarding the Railroad to be answered and sent to prospective bidders.

We, as duly authorized representatives of Hughes 360 Services, LLC. (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Ernest Hughes Jr.
Signature

9/30/24
Date

Ernest Hughes Jr.
Printed Name

CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM 2 BEHIND ADDENDUM 1 OF CONTRACT DOCUMENTS AND SPECIFICATIONS. BOTH WILL BE IMMEDIATELY BEHIND THE COVER.

CONTENTS

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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, **OCTOBER 2, 2024** and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2024-2086-203
Project: STORM DRAINAGE DITCH CLEANING (LANGAN PARK, ANSLEY DR. N., THREE MILE CREEK)
Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Plans and contract documents may be inspected and obtained from Dexter Johnson, City of Mobile **Public Works offices at 770 Gayle Street**, Mobile, Alabama 36604 **upon appointment only. Call 251-208-2722 to schedule an appointment.** A payment of Twenty-Five dollars (\$25.00) is required. 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.

A Mandatory Pre-Bid Conference will be held at the Public Works offices at 1900 Hurtel Street, Mobile, Alabama, second floor meeting room on September 11, 2024 at 9:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference and must attend the entire meeting. 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 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 **September 30, 2024.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless **all** papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess one of the following license classifications 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.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

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 **STORM DRAINAGE DITCH CLEANING (LANGAN PARK, ANSLEY DR. N., THREE MILE CREEK) City of Mobile Project No. 2024-2086-203**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES AUGUST 21ST, 28TH, & SEPTEMBER 4TH, 2024.

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. Each bidder must investigate each site in order to satisfy themselves on the amount and types of work to be done.** All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. The following items must be submitted in the bid package:

- The entire contract document ✓✓
- Completed Proposal sheet(s) ✓✓
- Bid Bond/Check ✓✓
- A City of Mobile Subcontracting & Major Supplier Plan (5 pages) ✓✓
- Completed Accounting of Sales Tax Form ✓✓
- Completed Affidavit of Vendor/Contractor E-Verify Form ✓✓
- Contractor's Insurance Certificate ✓✓
- All issued Addendums ✓✓

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the

advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **STORM DRAINAGE DITCH CLEANING (LANGAN PARK, ANSLEY DR. N., THREE MILE CREEK)**, City of Mobile Project No. **2024-2086-203**, 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 one of the following license classifications per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

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 City of Mobile Deputy Director of Public Services Maintenance and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City will not 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 City'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 PS REPRESENTATIVE 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 PS REPRESENTATIVE 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 PS REPRESENTATIVE, discontinue prosecution of the work, the Contractor shall give the PS REPRESENTATIVE 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 PS Representative. 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 PS Representative 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 PS Representative 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. 2

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 10/02/2024

The undersigned, as Bidder, hereby declares that he has examined the site(s) 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 OF MOBILE, as well as the premises.

Project Name: STORM DRAINAGE DITCH CLEANING (LANGAN PARK, ANSLEY DR. N., THREE MILE CREEK)

Project No: 2024-2086-203

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

The Bidder further agrees to construct the improvements in **75** 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 Dexter Johnson, City of Mobile Public Services, 770 Gayle Street, Mobile, Alabama 36604. In order to receive consideration, the request must be received before 12:00 p.m. on **September 30, 2024**. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

LOCATION 1

Ditch Location Description & Scope: Langan Park, Ansley Dr. N, Three Mile Creek Area:
This location includes a series of ditches. The ditch on the western side of the area begins at approximately the northeast corner of 4901 Auburn Drive North. It runs southerly across Zeigler Blvd. to Three Mile Creek. The next ditch begins near 4690 Springhill Ave. and runs northerly to Three Mile Creek. The next ditch begins on the north side of The Charles Wood Japanese Garden of Mobile. It runs along the east side of the gardens to Three Mile Creek. The next set of ditches begin near 1053 Westbrook Drive and 4616 Brookmoor Drive. They run easterly around the north and south sides of the subdivision, then intersect and continue to Three Mile Creek. The next ditch begins behind 631 Dalewood Drive. It runs easterly to Three Mile Creek. In addition to these ditches, mowing will be performed along Three Mile Creek from Zeigler Blvd. to the intersection of the Dalewood Drive ditch.

Number of working days to complete Location 1 75

See ATTACHMENT A for Location Map

LUMP SUM PRICE FOR LOCATION 1: \$ 450,000.00

Total Bid

Total Lump Sum Price for Location 1: \$ 450,000.00

Total Written in words Four Hundred and Fifty Thousand Dollars

Total Number of working days to complete Contract 75

Signature of Bidder *Ernest Hughes Jr.*
(If a firm or individual)

Address of Bidder 203 N Florida Street Mobile, Al 36607

By Ernest Hughes Jr.

Signature of Bidder _____
(If a Corporation)

By _____	Business Address <u>203 N Florida St</u>
President	

Print	Business Address _____

Secretary	

Print	Business Address _____

Treasurer	

Print	

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: _____
Secretary

000-395-591 GC License #59861
State License Number

Corporate Seal





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Charles E Carper, IV, Hannah Hughes, George W. Thompson, III, James A Gunn, Kimberly A. Spence, Robbie D. Duncan, Sabrina Donaldson** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:



Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.



My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

1st day of October, 2024.



Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Hughes 360 Services LLC
(Name of Contractor)
203 N Florida St, Mobile, AL 36607
(Address)
as Principal, and NGM Insurance Company
(Name of Surety)
4601 Touchton Road, Suite 3400, Jacksonville, FL 32246
(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 made, 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 **STORM DRAINAGE DITCH CLEANING (Langan Park, Ansley Dr. N, Three Mile Creek), City of Mobile Project No. 2024-2086-203.**

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 *Emil Hughes* (Date) October 1, 2024

Hughes 360 Services LLC (Contracting Firm)

Witness as to Principal By: *Tyler Hughes* (SEAL)

NGM Insurance Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By *Charles E. Carper, IV*
Charles E. Carper, IV, Attorney-In-Fact



BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Hughes 360 Services LLC
as Principal and NGM Insurance 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 Four Hundred Fifty Thousand & 00/100s Dollars (\$ 450,000.00) 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 Oblige, dated _____, 20____ (hereinafter called the Contract) for Storm Drainage Ditch Cleaning (Langan Park); 2024-2086-203 _____ 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 22 day of October 2021.

In the presence of:

Ernest Hughes Sr.
Ernest Hughes Sr

Individual Principals sign here

Ernest Hughes Sr. (SEAL)
Ernest Hughes Sr. (Print)
Ernest Hughes Sr. (SEAL)
Ernest Hughes Sr. (Print)

(SEAL)

(Print)

(Corporate Name) Hughes 360 Services LLC

BY: _____

(Signature)

ATTEST:

(Signature)

(Print)

ITS: _____

(Print)

ITS: _____

(Title)

NGM Insurance Company
(Surety sign here) (Corporate name)

BY: _____

(Signature)

Charles E. Carper, IV

(Print)

ITS: Attorney-In-Fact

(Title)

ATTEST:

Hannah Hughes

(Signature)

Hannah Hughes (Print)

ITS: _____

Corporate Seal





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Charles E Carper, IV, Hannah Hughes, George W. Thompson, III, James A Gunn, Kimberly A. Spence, Robbie D. Duncan, Sabrina Donaldson** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this _____ day of _____, _____.

Andrew Rose, Vice President

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Hughes 360 Services LLC

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

NGM Insurance Company; 4601 Touchton Road, Suite 3400, Jacksonville, FL 32246

(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 _____

Four Hundred Fity Thousand & 00/100s dollars (\$ 450,000.00),

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 _____, 20, entered into a Contract with the Owner for Storm Drainage Ditch Cleaning; (Langan Park); 2024-2086-203 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 22 day of October
20 24.

In the presence of:

Ernest Hughes Sr.
Ernest Hughes Sr

Individual Principals sign here

Ernest Hughes Sr. (SEAL)
Ernest Hughes Sr. (Print)
Ernest Hughes Sr. (SEAL)
Ernest Hughes Sr. (Print)
____ (SEAL)
____ (Print)

(Corporate Name) Hughes 360 Services LLC

BY: _____
(Signature)

ATTEST:

(Signature)

(Print)

ITS: _____
(Title)

ITS: _____
(Title)

NGM Insurance Company
(Surety sign here) (Corporate name)

BY: Charles E. Carper, IV
(Signature)
Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST: Hannah Hughes
(Signature)
Hannah Hughes
(Print)

ITS: _____
(Title)

Corporate Seal





POWER OF ATTORNEY

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does hereby make, constitute and appoint **Charles E Carper, IV, Hannah Hughes, George W. Thompson, III, James A Gunn, Kimberly A. Spence, Robbie D. Duncan, Sabrina Donaldson** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

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IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this _____ day of _____, _____.

Andrew Rose, Vice President

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
- 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 PS Representative, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the PS Representative. 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 of Mobile 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 of Mobile, 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 the invoice at final completion.
 5. It is the intent to construct the within described work as shown in Attachment A and 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, shall be included in the Lump Sum prices in the Bid Proposal.
 9. The City of Mobile reserves the right to add, reduce, or delete any location(s) in this contract. Additional locations of work 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. Omit
 12. 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 authorized PS Representative. The Superintendent shall have full authority to execute orders or directions of the PS Representative 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.

- 3
13. 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.
 14. The quantities shown on the proposal and location maps are approximate and for bidding purposes only. The Contractor will be paid Lump Sum for each location completed.
 15. 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 of Mobile unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project and included in the Lump Sum Bid Price.

-))
16. 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 location lump sum prices (no direct payment).
 17. Contractor is responsible for the implementation and maintenance of any traffic control. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 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. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary to the project. The contractor shall restore all existing traffic mechanisms to original condition.
 18. All equipment shall be in good mechanical working order. If not, the PS Representative can require removal from the project.
 19. 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 the project (no direct payment).

20. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor's expense, and shall be a subsidiary obligation of the project. All construction entrances to the site(s) 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 City 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.
21. 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.
22. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.
23. 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 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.
24. All salvageable material from the project shall be stored on the project at locations designated by the PS Representative. 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.
25. 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 a subsidiary obligation of the project and shall be in accordance with Section 306.03 of the Standard Specifications.

26. Omit
27. **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 City of Mobile may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
28. 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.
29. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
30. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
31. 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 shall retain one set. Prints and/or tapes shall be delivered to the City within one week after they are made.
32. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the PS Representative shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
33. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the City that this has been accomplished. Notifying property owners is considered incidental to the project.
34. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
35. Any damage to private property shall be repaired at the Contractor's expense.
36. 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.

37. 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 City 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.
38. 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.
39. 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 assessed 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 PS Representative, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
40. Workmen shall wear reflectorized vests, shirts or jackets.
41. At the completion of the contract requirements, the contractor will prepare an invoice. The invoice shall be sent to the Deputy Director of Public Services Maintenance for approval and payment. The Contractor shall be required to submit a City of Mobile DBE Utilization Report and final closeout documents with the invoice. A list of closeout documents is located in Attachment D.

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Hughes 360 Services, LLC party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: STORM DRAINAGE DITCH CLEANING (Langan Park, Ansley Dr. N, Three Mile Creek)

Project No: 2024-2086-203

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

City of Mobile Project Number **2024-2086-203**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 450,000.00) 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" or "COM" 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.

DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(6) Whenever the words "CITY OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants.

PUBLIC SERVICES REPRESENTATIVE:

(7) Whenever the words "PUBLIC SERVICES REPRESENTATIVE" or "PS REPRESENTATIVE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants and inspectors.

AUTHORITY OF THE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(8) The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY OF MOBILE 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 OF MOBILE 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 OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE.

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 PUBLIC SERVICES REPRESENTATIVE at any time prior to the completion of the work and its acceptance by the CITY OF MOBILE.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PUBLIC SERVICES REPRESENTATIVE to be incompetent or disorderly, he shall be immediately discharged upon the request of the PUBLIC SERVICES REPRESENTATIVE.

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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE. 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 PS REPRESENTATIVE, 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, to ensue, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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.

INVOICE:

(23) Upon the final completion of the work, according to the terms of these Articles of Agreement, the PS Representative shall inspect all work and materials not previously accepted. Upon approval by the PS Representative, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall pay or cause to be paid to the Contractor the invoice, under the terms of these Articles of Agreement.

Prior to payment of the INVOICE, the Contractor shall furnish, to the PS Representative, 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 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.
- The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
- The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

Upon successful completion of these documents, payment of the INVOICE shall be made to the Contractor.

E-VERIFY:

(24) 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:

(25) The source of funds for payment by City under this contract is the City's General Fund. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(26) 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:

(27) 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:

(28) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(29) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

Ernest Hughes Jr.

AN INDIVIDUAL

Ernest Hughes Jr.

_____(Print)

WITNESSES:

Ernest Hughes Jr.

Ernest Hughes Sr. (Print)

CONTRACTOR: (IF CORPORATION)

_____(Print)

BY: _____

ITS PRESIDENT

_____(Print)

ATTEST:

Corporate Seal

ITS SECRETARY

_____(Print)

DATE



STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Ernest Hughes, Jr, whose name is signed to the foregoing instrument in the capacity of owner of Hughes Bio Services LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 24th day of October, 2024.

Twalla L. Burpo-Jackson

NOTARY PUBLIC My Commission Expires: June 26, 2027



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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, City of Mobile or their agents.
- b. In the event that additional construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the CITY OF MOBILE shall be reimbursed by the contractor for such additional effort at the CITY OF MOBILE'S prevailing hourly rates.

CITY OF MOBILE 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.

2. **ITEM 108.01 SUBLETTING AND ASSIGNMENT (a); PARAGRAPH 1 LIMITATIONS SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE reserves the right, with approval from the CITY, 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 CITY. Furthermore; the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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:**

No partial payment shall be made.

4. 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 lump sum 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.

ITEM XI
PROJECT SCOPE

1. DITCH CLEANING:

All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. in order to restore the flow line and to achieve positive flow within the ditch. See the included typical sections for examples. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable and/or as directed. Disposal of sediment may include redistributing of soil within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the PS Representative shall be notified for inspection.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line. If pipe blockages or beaver dams are found in ditches, the PS Representative is to be notified. CITY OF MOBILE will clear any blocked pipes.

2. TRASH:

All trash and litter (except tires) within five (5) feet of the top of the ditch bank shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. **Staging location shall be coordinated with the PS Representative.** Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible by a truck and trailer. The CITY OF MOBILE Public Services Trash Division shall be contacted by the Contractor for removal of the pile.

3. VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) feet of the top of the ditch bank that is inside the easement (see Typical Profiles on following pages). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches, or any other disturbed area, leave exposed soil, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. The Contractor shall water the seed/sod as necessary. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.

4. FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after cleaning.
2. The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
 - a. Provide documentation, with the invoice, showing the amount and location of litter removed in that pay period
 - b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify that work was conducted to restore water flow line, and to verify all visible trash was removed. If requested by the Contractor, the CITY OF MOBILE will have a PS Representative available daily to verify the contractor's work. This may be done to eliminate additional work required by the contractor after a ditch's water level lowers.

5. ACCESS:

The CITY OF MOBILE shall provide access to each ditch from at least one end, not always both. While workers are present, the Contractor is allowed to remove fences within the City's easement to enter ditch areas. Fences must be replaced when workers are not present. Removal and replacement of any fence shall be coordinated by the Contractor with the adjacent property owner and with the City. The contractor shall document with photos the existing condition of each fence to be removed. Damage to any fence removed shall be the responsibility of the Contractor, with no cost to the City. The cost of new fence or fence replacement shall be included in the Lump Sum cost of the project.

6. ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

7. SAFETY:

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. Contractor shall designate a person at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Some examples of safety measures that shall be included are:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property. The contractor shall be liable for any and all damage to passing vehicles, property, or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to causing an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.). Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties. The CITY OF MOBILE has the authority to stop any contract operations deemed to be hazardous by the PS Representative. At that time, operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill. Appropriate actions shall be taken in the event of a spill. Contractor shall notify CITY OF MOBILE in the event of a spill. If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator. Failure to comply with safety requirements may result in contract termination. Contractor shall notify the City of Mobile of any safety incidents on the project.

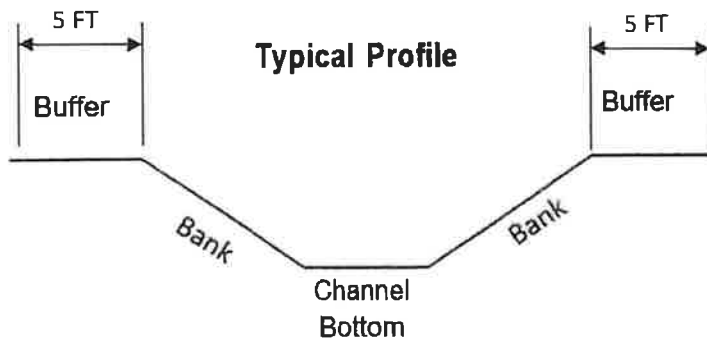
8. PAYMENT:

1. Payment for all work shall occur at project completion, as determined by the PS Representative.
2. Once the Contractor has completed all work listed in the contract, he shall notify the Public Services Representative at a telephone number to be provided at Award of the contract. At that time, a Public Services Representative will inspect the completed work. Once the Public Services Representative has approved all work, the City will pay the Contractor.
3. The penalty for exceeding the project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor. If rain delays cause the allowed timeline to be exceeded, the Contractor shall submit weather records and a schedule summary at project closeout. The schedule summary shall explain any variances in the completion timeline.
4. The Total Lump Sum Price provided by the Contractor in the Bid Documents is the total maximum amount that will be allowed for this contract.

9. PERFORMANCE:

If the Contractor is unable to fulfill the requirements of this contract, in full or in part, the entire contract may be terminated.

Trapezoidal Ditch Maintenance Standards



Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions. Field inspections are required to assess all maintenance required on ditch.



Buffer Area Encroachments



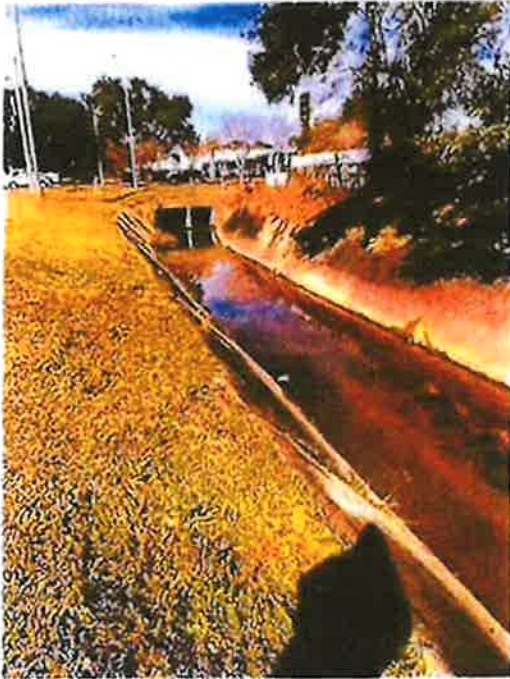
Slope and Bank Obstructions



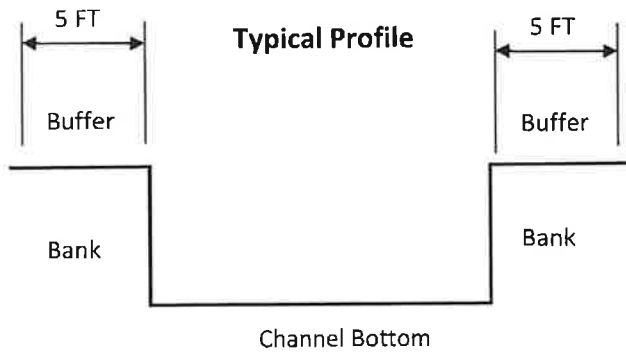
Trapezoidal Concrete Ditch Maintenance Standards

(Continued)

Expected Condition After Maintenance



Concrete Rectangular Ditch Maintenance Standards



Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.

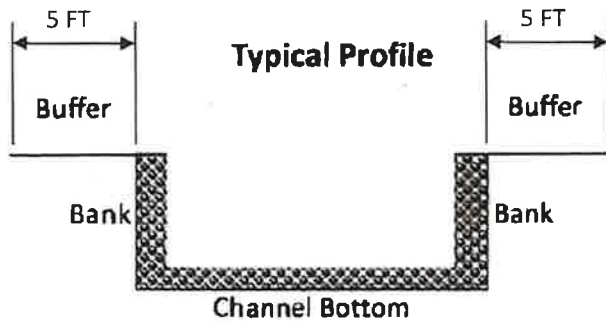


BEFORE



AFTER

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Examples of Typical Conditions Before Maintenance

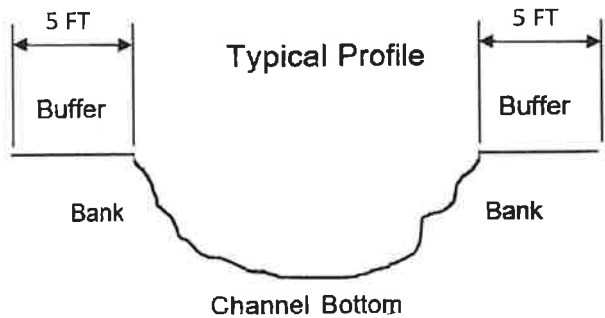
Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.



Gabion Ditch Expected Condition After Maintenance Examples:



Earthen Ditch Maintenance Standards



Note: This profile represents a typical earthen ditch. Depth, slope and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

**Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.**



BEFORE



AFTER

Earthen Ditch Examples (continued)

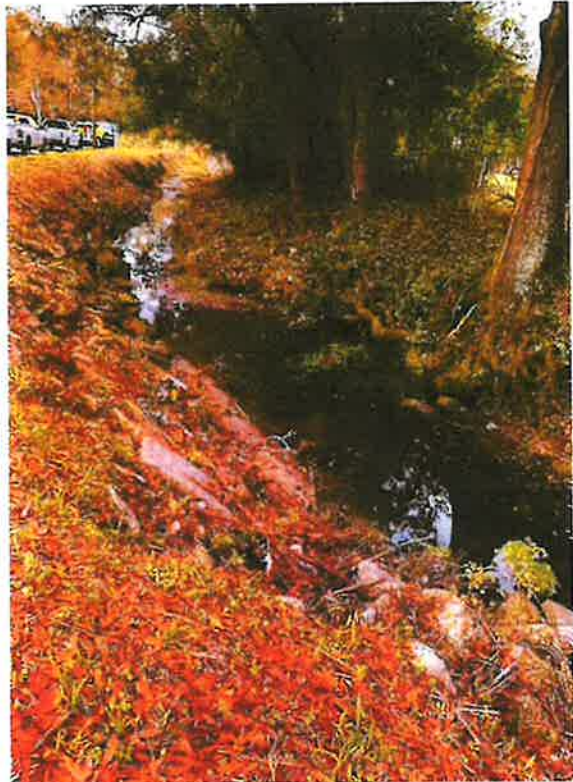


BEFORE

AFTER



Earthen Ditch Expected Condition After Maintenance Examples:



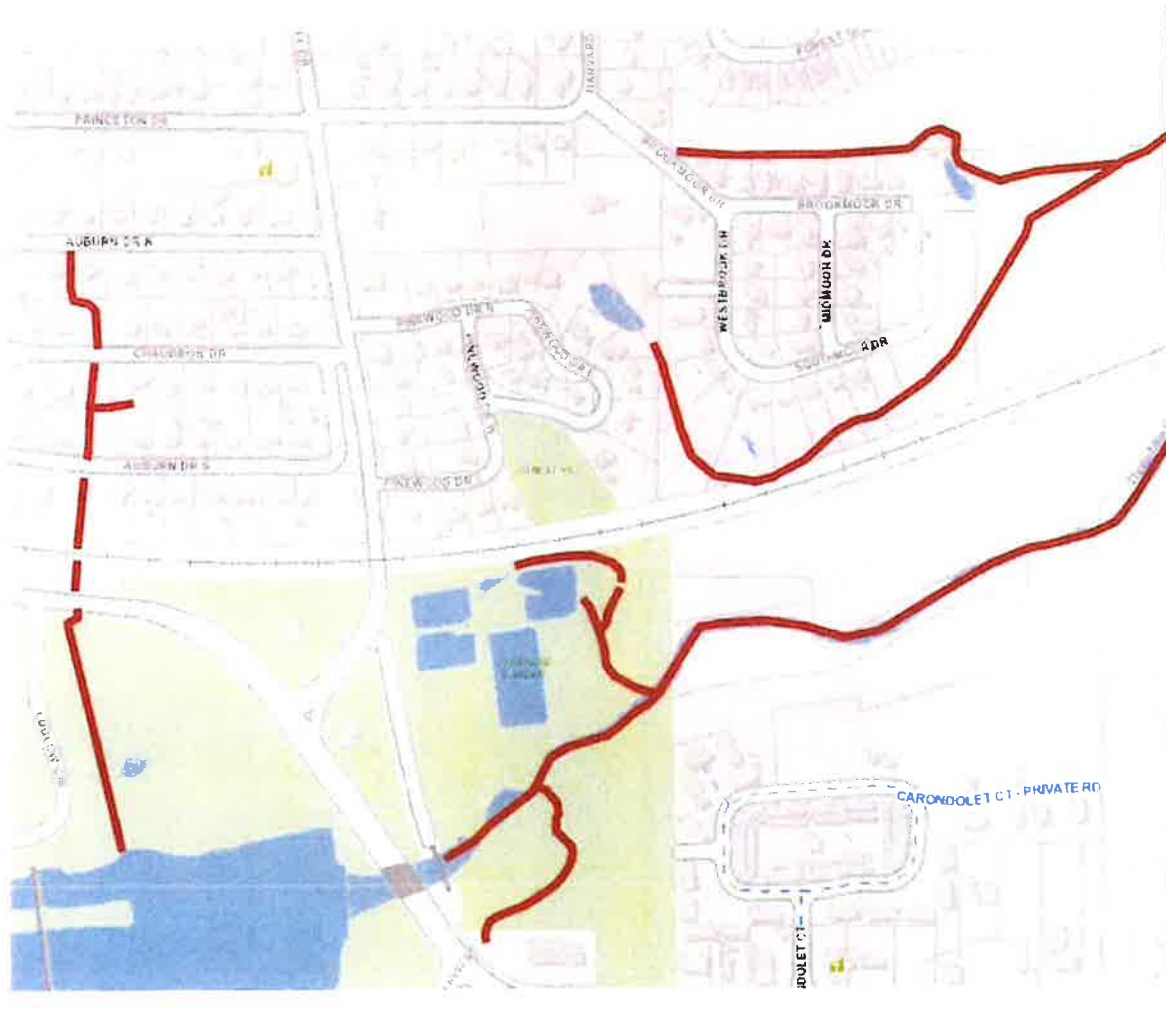
ATTACHMENT “A”

LOCATION MAPS & SCOPE

DITCH LOCATION 1

Ditch Location Description & Scope: Langan Park, Ansley Dr N, Three Mile Creek Area:

This location includes a series of ditches. The ditch on the western side of the area begins at approximately the northeast corner of 4901 Auburn Drive North. It runs southerly across Zeigler Blvd. to Three Mile Creek. The next ditch begins near 4690 Springhill Ave. and runs northerly to Three Mile Creek. The next ditch begins on the north side of The Charles Wood Japanese Garden of Mobile. It runs along the east side of the gardens to Three Mile Creek. The next set of ditches begin near 1053 Westbrook Drive and 4616 Brookmoor Drive. They run easterly around the north and south sides of the subdivision, then intersect and continue to Three Mile Creek. The next ditch begins behind 631 Dalewood Drive. It runs easterly to Three Mile Creek. In addition to these ditches, mowing will be performed along Three Mile Creek from Zeigler Blvd. to the intersection of the Dalewood Drive ditch. (See Red Lines in map below.)



DITCH LOCATION 1 MAP CONTINUED

MATCH LINE — SEE PREVIOUS SHEET



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATE

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD [®]		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
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		FAX (A/C No.)		
		PHONE (A/C No. Ext.)				
		E-MAIL ADDRESS				
		INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURED		INSURER A				
		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.						
LINE	TYPE OF INSURANCE	ADD. SUBM. (USD) (W/D)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LMT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER					EACH OCCURRENCE \$ MED EXP - (Per person) \$ MED EXP - (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/EP AGG \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EXCESS LIAB. \$ UMBRELLA LIAB. \$ EXCESS LIAB. \$ DED. \$ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) Y ☐ N ☐ A ☐
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTHER ☐
	UMBRELLA LIAB. EXCESS LIAB. DED. \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTHER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) Y ☐ N ☐ A ☐					E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Project Name: _____ Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).						
CERTIFICATE HOLDER				CANCELLATION		
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE		

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2024

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 Thompson Insurance, Inc. PO Box 11408 Montgomery AL 36111	CONTACT NAME: Harrison Hawke/Cassie Cooper PHONE (A/C, No. Ext): 334-694-5853 E-MAIL ADDRESS: c.cooper@thomins.com FAX (A/C, No): 334-271-0491
INSURED Hughes 360 Service, LLC 203 North Florida Street Mobile AL 36607	INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Group INSURER B: The Sheffield Group, Inc. INSURER C: INSURER D: INSURER E: INSURER F:
License#: 79250 HUGH360-01	NAIC # 10178

COVERAGES**CERTIFICATE NUMBER: 299277083****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	CPP100092380	5/7/2024	5/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CA100092381	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB100095460	9/19/2024	5/7/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A	Y		32119-00	5/17/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Project Name: Storm Drainage Ditch Cleaning (Langan Park, Ansley DR N, Three Mile Creek)
Project No. 2024-2086-203

The City of Mobile, if required by a written contract is listed as an additional insured in regard to the general liability and automobile liability. Coverages shall be primary and non-contributory. A Waiver of subrogation applies in favor of the City of Mobile in regards to the general liability, automobile liability, and worker's compensation if required by a written contract. 30 day notice of cancellation applies, 10 day for non-payment.

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
PO Box 1827
Mobile AL 36333

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “C”

**SUBCONTRACTING PLAN
AND
DBE UTILIZATION REPORT**



OFFICE OF ECONOMIC DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: ArchetypeKids@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archieko@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Hughes 360 Services, LLC.
Address	203 N Florida Street Mobile, AL 36607
Telephone	251-510-3772
E-Mail	hughes360services@gmail.com

RFP/RFQ Solicitation Number	Project No. 2024-2086-203
Project Description	Storm Drainage Ditch Cleaning (Langan Park, Ansley Dr, N., Three Mile Creek
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☐ 22 Female ☐ 2 Minority ☐ 23 Non-minority ☐ 1 SDVO ☐
Total # of Employees	24

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ernest Hughes Jr.

Signature: Ernest Hughes Jr. Date: 9/30/24

Title: Owner

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: Ernest Hughes Jr. Title: Owner

Email: ernestjr@hughes360services.com Phone: 251-510-3772

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: ArchetypeKids@northridge.org
251.208.7967

2015 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Hughes 360 Services, LLC. Your Bid/Proposal Amount \$ 450,600.00

10	2024	Description
10	00	Storm Drainage Ditch Cleaning (Langan Park, Ansley Dr, N., Three Mile Creek

Name of Bidder/Proposer	Hughes 360 Services, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Hughes 360 Services, LLC.

Contact Person: Ernest Hughes Jr. Phone 251-510-3772 Email: ernestjr@hughes360services.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (+)	NO (-)	Did you do these suggested areas for DBE recruitment and engagement
✓		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pending, 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 Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archduque.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:		JAN	APR	JULY	OCT	FINAL		
(CHECK ONE):		FEB	MAY	AUG	NOV			
		MARCH	JUNE	SEPT	DEC			
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)			Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$	\$	\$			\$			
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.								
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)			
		\$	\$	\$				
		\$	\$	\$				
		\$	\$	\$				
		\$	\$	\$				
TOTALS		\$	\$	\$				

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____

(Title)

(Date)

DBE Utilization Report



Gmail

Info Hughes <info@hughes360services.com>

DBE Bid Opportunity

Message

Info Hughes <info@hughes360services.com>

Mon, Sep 30, 2024 at 4:27 PM

To: "phughes@hpuconline.com" <phughes@hpuconline.com>

I'm pleased to announce a new bid opportunity!

Hughes 360 Services, LLC is seeking **certified DBE proposals for subcontracting and vendor opportunities.**

We are currently seeking subcontractors or vendors for hauling and Equipment rental.

Project Title: Storm Drainage Ditch Cleaning (Langan Park, Ansley Dr. N., Three Mile Creek)

Pricing is due prior to October 1 @ 12:00pm

INFO



Hughes 360 Services, LLC.

Phone: 251-510-3772

ALABAMA UNIFIED CERTIFICATION PROGRAM



BRIMMINGHAM AIRPORT AUTHORITY



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes 360 Services, LLC

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number:

05-01437

Issuance Date:

May 30, 2024

Annual Audit Due Date:

May 30, 2025


John R. Cooper, Transportation Director

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes Companies, Inc.

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number:

04-00975

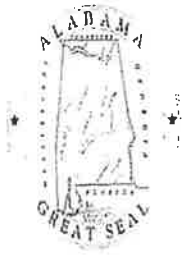
Issuance Date:

April 17, 2024

Annual Affidavit Due Date:

April 17, 2025


John R. Cooper, Transportation Director



ALABAMA UNIFIED CERTIFICATION PROGRAM

Alabama Department of Transportation
Construction Bureau
Disadvantaged Business Enterprise (DBE) Program
1409 Coliseum Blvd. (G-101)
Montgomery, AL 36110
Phone: (334) 242-6238 or 1-888-297-5303
Fax: (334) 242-6256
www.dot.state.al.us

April 18, 2024

Hughes Companies, Inc.
3425 Anton Street
Mobile AL 36612

**Re: NOTICE OF CONTINUED DBE ELIGIBILITY
ANNIVERSARY DATE – April 17, 2025
DBE CERTIFICATION #04-00975**

Dear Sir or Madam:

The Alabama Department of Transportation (ALDOT) under a Unified Certification Program has reviewed the recent No Change Affidavit and supporting documentation submitted by your firm. Based on this review and the guidelines in 49 CFR Part 23 and 26, your firm continues to meet the eligibility requirements to participate as a DBE in the state of Alabama.

DBE certification is continuing from your anniversary date but is contingent upon your firm maintaining its eligibility annually through this office. You will be notified in advance of your obligation to submit your No Change Affidavit with supporting documentation prior to your anniversary date. If you fail to provide the requested information in a timely manner, you will be deemed to have failed to cooperate under §26.109(c).

As long as your firm is listed in the DBE directory, it is considered DBE certified by all Alabama UCP Members. Alabama's UCP DBE Directory can be accessed via the internet at www.dot.state.al.us.

Under the ALUCP, all agencies receiving US Department of Transportation funding in the State of Alabama, will accept your certification. Please contact those agencies directly to find out about upcoming bid opportunities and procedures. Please note that all of the certifying agencies of the ALUCP reserve the right to review your firm's certification eligibility prior to your firm's participation on a federally assisted project for their agency or at any time it is determined that such reevaluation is warranted.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within 30 days of the occurrence of the change. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

We are pleased to have you as a participant in the ALUCP and wish you continued success.

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (334) 242-6238 and our fax number is (334) 242-6256.

Sincerely yours,



Donald Lovelace
DBE Contract Manager

DD/lj

PC: File

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. 2024-2086-203

STORM DRAINAGE DITCH CLEANING (Langan Park, Ansley Dr. N, Three Mile Creek)

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

3

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-2086-203
STORM DRAINAGE DITCH CLEANING (Langan Park, Ansley Dr. N,
Three Mile Creek)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

31

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 CITY OF MOBILE 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 in this contract.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished in this contract.
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 provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.
6. The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
7. The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

**E-VERIFY AFFIDAVIT, E-VERIFY
DOCUMENTATION, & SECRETARY OF STATE
REGISTRATION DOCUMENTATION**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Ernest Hughes Jr (affiant) who, being duly sworn says as follows:

President/CEO of Hughes 360 Services, LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Owner for Hughes 360 Services 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 Hughes 360 Services, LLC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 952551.

Ernest Hughes Jr

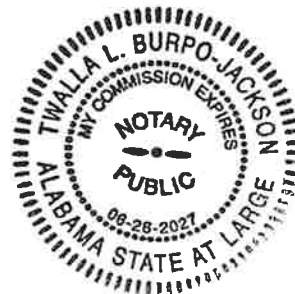
CEO of Hughes 360 Services, LLC.

Sworn to and subscribed before me this the 27th day of September, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Twally L. Burpo-Jackson

Signature and Seal of Notary Public





Company ID Number: 952551



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes 360 Services, LLC.
Company Facility Address	203 N Florida Street Mobile, AL 36607
Company Alternate Address	1794 Princeton Woods Dr West MOBILE, AL 36618
County or Parish	MOBILE
Employer Identification Number	842010829
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Hughes 360 Services, LLC	
Entity ID Number	000-395-591
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	07/03/2017
Registered Agent Name	HUGHES, ERNEST A JR.
Registered Office Street Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Registered Office Mailing Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Nature of Business	
Annual Reports	
Report Year	2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/10/2017 Certificate of Formation 3 pgs.
Document Date / Type / Pages	06/14/2019 Articles of Amendment 2 pgs.

[Browse Results](#)[New Search](#)

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 provisions 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: 10/02/2024

Name of Project: **STORM DRAINAGE DITCH CLEANING (Langan Park, Ansley Dr. N, Three Mile Creek)**

Project Number: **2024-2086-203**

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

ALL PROJECT WORK:

\$ 3,500.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder Hughes 360 Services, LLC.

Mailing
Address 203 N Florida Street Mobile, Al 36607

*By (Legal Signature)

Ernest Hughes Jr.

*Name (type or print) Ernest Hughes Jr.

(Seal)

*Title Owner

Telephone Number 251-510-3772



STATE OF ALABAMA

BID LIMIT:
AMOUNT:

U
UNLIMITED



LICENSE NO.:
TYPE:

59861
NEW

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HUGHES 360 SERVICES LLC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: SITE UTILITIES, D: DEMOLITION, MU-S: DRAINAGE AND CULVERT, MU-S: EROSION CONTROL, MU-S: ROW MAINTENANCE, MU-S: SITE WORK, SC: CONCRETE

until **August 31, 2025**

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

19th day of **August, 2024**

Michael B. Tice

SECRETARY-TREASURER

Charles J. Lark

CHAIRMAN

209325

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

**HUGHES 360 SERVICES LLC T1
203 N FLORIDA ST
MOBILE, AL 36607**

YEAR	LICENSE NO
2024	113173
ISSUED	EXPIRES
5/24/2024	12/31/2024

**238224 PLUMBERS AND/OR GAS FITTERS
561730 LAWN AND GARDEN SERVICE(S)
236120 CONTRACTOR - GENERAL CONTRACTORS**

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

**HUGHES, ERNEST JR T1
1794 PRINCETON WOODS DR W
MOBILE AL 36618**



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Hughes 360 Services LLC to clean storm drainage ditches from approximately 2828 Dauphin Street to 27 Audubon Place in approximate amount \$230,000.00

Amount of Contract:

Approximately \$230,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 2024-2 Agenda Package Ditches

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
Brandi Montgomery

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 5 November 2024 Date Item No. _____

Submitted by: Public Services Department Dexter Johnson Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: Shonnda Smith Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Storm Drainage Ditch Cleaning

PURPOSE & SCOPE OF PROJECT:

Contract with Hughes 360 Services LLC to clean storm drainage ditches from approximately 2828
Dauphin Street to 27 Audubon Place in approximate amount \$230,000.00.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Approx \$230,000.00

FUNDING SOURCE:

Budget Item: 10042086F 42070 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 2024-2086-201

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

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Hughes 360 Services, LLC, to provide storm drainage ditch cleaning services in an area from approximately 2828 Dauphin Street to 27 Audubon Place, in an amount of approximately \$230,000.00, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



**STORM DRAINAGE DITCH
CLEANING
(2828 DAUPHIN STREET TO
27 AUDUBON PLACE)**

PROJECT No. 2024-2086-201

BID DATE – OCTOBER 2, 2024

ADDENDUM NO. 1

STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27 Audubon Place)

CITY OF MOBILE PROJECT NO. 2024-2086-201

BID DATE: SEPTEMBER 18, 2024

ADDENDUM NO. 1

ISSUED: SEPTEMBER 11, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **REPLACE PAGE 4**, IN ITS ENTIRETY WITH THE REVISED PAGE 4.
2. **REPLACE PAGE 7**, IN ITS ENTIRETY WITH THE REVISED PAGE 7.

Note: License requirements were revised.

We, as duly authorized representatives of Hughes 360 Services, LLC (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.


Signature

9/30/24
Date

Ernest Hughes Jr.
Printed Name

CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.

ADDENDUM NO. 2

STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27 Audubon Place)

CITY OF MOBILE PROJECT NO. 2024-2086-201

BID DATE: OCTOBER 2, 2024

ADDENDUM NO. 2

ISSUED: SEPTEMBER 11, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. REPLACE THE COVER PAGE, IN ITS ENTIRETY WITH THE REVISED COVER PAGE.
2. REPLACE PAGE 3, IN ITS ENTIRETY WITH THE REVISED PAGE 3.
3. REPLACE PAGE 10, IN ITS ENTIRETY WITH THE REVISED PAGE 10.

Note: The Bid Opening date and Question Deadline have been postponed for 2 weeks. The new Question Deadline is 12:00 p.m. on September 30, 2024. The new Bid Opening date is 2:30 P.M. October 2, 2024. This will allow time for questions regarding the Railroad to be answered and sent to prospective bidders.

We, as duly authorized representatives of Hughes 360 Services, LLC. (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.


Signature

9/30/24
Date

Ernest Hughes Jr.
Printed Name

CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM 2 BEHIND ADDENDUM 1 OF CONTRACT DOCUMENTS AND SPECIFICATIONS. BOTH WILL BE IMMEDIATELY BEHIND THE COVER.

CONTENTS

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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, **OCTOBER 2, 2024** and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2024-2086-201
Project: STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27 Audubon Place)
Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Plans and contract documents may be inspected and obtained from Dexter Johnson, City of Mobile **Public Works offices at 770 Gayle Street**, Mobile, Alabama 36604 **upon appointment only. Call 251-208-2722 to schedule an appointment.** A payment of Twenty-Five dollars (\$25.00) is required. 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.

A Mandatory Pre-Bid Conference will be held at the Public Works offices at 1900 Hurtel Street, Mobile, Alabama, second floor meeting room on September 11, 2024 at 9:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference and must attend the entire meeting. *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 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 **September 30, 2024.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless **all** papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess one of the following license classifications 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.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

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 **STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27 Audubon Place),** City of Mobile Project No. 2024-2086-201, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES AUGUST 21ST, 28TH, & SEPTEMBER 4TH, 2024.

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. Each bidder must investigate each site in order to satisfy themselves on the amount and types of work to be done.** All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. The following items must be submitted in the bid package:

- The entire contract document
- Completed Proposal sheet(s)
- Bid Bond/Check
- A City of Mobile Subcontracting & Major Supplier Plan (5 pages)
- Completed Accounting of Sales Tax Form
- Completed Affidavit of Vendor/Contractor E-Verify Form
- Contractor's Insurance Certificate
- All issued Addendums

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the

advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27 Audubon Place)**, City of Mobile Project No. **2024-2086-201**, 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 one of the following license classifications per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

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 City of Mobile Deputy Director of Public Services Maintenance and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City will not 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 City'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 PS REPRESENTATIVE 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 PS REPRESENTATIVE 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 PS REPRESENTATIVE, discontinue prosecution of the work, the Contractor shall give the PS REPRESENTATIVE 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 PS Representative. 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 PS Representative 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 PS Representative 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. 2

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 10/02/2024

The undersigned, as Bidder, hereby declares that he has examined the site(s) 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 OF MOBILE, as well as the premises.

Project Name: STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27 Audubon Place)

Project No: 2024-2086-201

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

The Bidder further agrees to construct the improvements in **75** 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 Dexter Johnson, City of Mobile Public Services, 770 Gayle Street, Mobile, Alabama 36604. In order to receive consideration, the request must be received before 12:00 p.m. on **September 30, 2024**. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

LOCATION 1

Ditch Location Description & Scope: 2828 Dauphin Street to 27 Audubon Place: These ditches begin on the north side of 2828 Dauphin Street and run southeast along both sides of the railroad tracks. They continue along the north side of 2701 Dauphin Street to approximately 200 ft east of Florida Street. At that point, the northernmost ditch turns easterly and runs to the approximate southwest corner of 27 Audubon Place. The next ditch begins at the northwest corner of 2607 Dauphin Street and runs southward along the lot. The next ditch begins on the south property line of 2569 Dauphin Street and runs southeastward to 12 Florida Street.

Number of working days to complete Location 1 75

See **ATTACHMENT A** for Location Map

LUMP SUM PRICE FOR LOCATION 1: \$ 230,000.00

Total Bid

Lump Sum Total Price for Location 1: \$ 230,000.00

Total Written in words Two Hundred and Thirty Thousand Dollars

Total Number of working days to complete Contract 75

Signature of Bidder *Ernest Hughes Jr.*
(If a firm or individual)

Address of Bidder 203 N Florida St Mobile AL, 36618

By Ernest Hughes Jr.

Signature of Bidder _____
(If a Corporation)

By _____
President

Print

Secretary

Print

Treasurer

Print

Business Address 203 N Florida St

Business Address _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: _____
Secretary

000-395-591 GC License #59861
State License Number

Corporate Seal



ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Hughes 360 Services LLC

(Name of Contractor)

203 N Florida St, Mobile, AL 36607

(Address)

as Principal, and NGM Insurance Company

(Name of Surety)

4601 Touchton Road, Suite 3400, Jacksonville, FL 32246

(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 made, 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 **STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27 Audubon Place)**, City of Mobile Project No. **2024-2086-201**.

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 Erin Hughes (Date) October 1, 2024

Hughes 360 Services LLC (Contracting Firm)

Witness as to Principal By: Tyler Hunter (SEAL)

NGM Insurance Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By Charles E. Carper, IV
Charles E. Carper, IV, Attorney-In-Fact



BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Charles E Carper, IV, Hannah Hughes, George W. Thompson, III, James A Gunn, Kimberly A. Spence, Robbie D. Duncan, Sabrina Donaldson** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

1st day of October, 2024.

Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Hughes 360 Services LLC

_____ as Principal and NGM Insurance 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 Two Hundred Thirty Thousand & 00/100s Dollars (\$ 230,000.00) 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 _____, 20____ (hereinafter called the Contract) for Storn Drainage Ditch Cleaning; Dauphin Street; Project No. 2024-2086-201 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 22 day of October 2024.

In the presence of:

Ernest Hughes Jr.
Ernest Hughes Sr.

Individual Principals sign here

Ernest Hughes Jr. (SEAL)
Ernest Hughes Jr. (Print)
Ernest Hughes Jr. (SEAL)
Ernest Hughes Sr. (Print)
____ (SEAL)
____ (Print)

(Corporate Name) Hughes 360 Services LLC
BY: _____

ATTEST:

(Signature)

(Print)
ITS: _____

(Signature)

(Print)
ITS: _____
(Title)

ATTEST:

Hannah Hughes
(Signature)
Hannah Hughes (Print)
ITS: _____

NGM Insurance Company
(Surety sign here) (Corporate name)
BY: [Signature]
(Signature)
Charles E. Carper, IV
(Print)
ITS: Attorney-In-Fact
(Title)

Corporate Seal





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Charles E Carper, IV, Hannah Hughes, George W. Thompson, III, James A Gunn, Kimberly A. Spence, Robbie D. Duncan, Sabrina Donaldson** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this _____ day of _____, _____.

Andrew Rose, Vice President

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Hughes 360 Services LLC

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

NGM Insurance Company, 4601 Touchton Road, Suite 3400, Jacksonville, FL 32246

(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 Two Hundred Thirty Thousand & 00/100s

dollars (\$ _____),

for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20____, entered into a Contract with the Owner for Storm Drainage Ditch Cleaning (Dauphin Street) 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 22 day of October
2024.

Individual Principals sign here

In the presence of:

Ernest Hughes Sr. (SEAL)
Ernest Hughes Sr. (Print)

(Corporate Name) Hughes 360 Services LLC

ATTEST:

(Signature)

(Print)
ITS: _____
(Title)

BY: _____
(Signature)

(Print)
ITS: _____
(Title)

ATTEST:

Hannah Hughes
(Signature)
Hannah Hughes
(Print)
ITS: _____
(Title)

NGM Insurance Company
(Surety sign here) (Corporate name)

BY: Charles E. Carper, IV
(Signature)
Charles E. Carper, IV
(Print)
ITS: Attorney-In-Fact
(Title)

Corporate Seal





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Charles E Carper, IV, Hannah Hughes, George W. Thompson, III, James A Gunn, Kimberly A. Spence, Robbie D. Duncan, Sabrina Donaldson** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this _____ day of _____, _____.

Andrew Rose, Vice President

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
- 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 PS Representative, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the PS Representative. 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 of Mobile 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 of Mobile, 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 the invoice at final completion.
 5. It is the intent to construct the within described work as shown in Attachment A and 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, shall be included in the Lump Sum prices in the Bid Proposal.
 9. The City of Mobile reserves the right to add, reduce, or delete any location(s) in this contract. Additional locations of work 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. Omit
 12. 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 authorized PS Representative. The Superintendent shall have full authority to execute orders or directions of the PS Representative 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.

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13. 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.
 14. The quantities shown on the proposal and location maps are approximate and for bidding purposes only. The Contractor will be paid Lump Sum for each location completed.
 15. 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 of Mobile unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project and included in the Lump Sum Bid Price.

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16. 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 location lump sum prices (no direct payment).
 17. Contractor is responsible for the implementation and maintenance of any traffic control. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 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. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary to the project. The contractor shall restore all existing traffic mechanisms to original condition.
 18. All equipment shall be in good mechanical working order. If not, the PS Representative can require removal from the project.
 19. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all

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utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of the project (no direct payment).

20. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor's expense, and shall be a subsidiary obligation of the project. All construction entrances to the site(s) 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 City 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.
21. 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.
22. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.
23. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City 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.

24. All salvageable material from the project shall be stored on the project at locations designated by the PS Representative. 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.
25. 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 a subsidiary obligation of the project and shall be in accordance with Section 306.03 of the Standard Specifications.

26. Omit
27. **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 City of Mobile may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
28. 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.
29. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
30. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
31. **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 shall retain one set. Prints and/or tapes shall be delivered to the City within one week after they are made.
32. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the PS Representative shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
33. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the City that this has been accomplished. Notifying property owners is considered incidental to the project.
34. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
35. Any damage to private property shall be repaired at the Contractor's expense.
36. 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.

37. 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 City 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.
38. 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.
39. 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 assessed 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 PS Representative, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
40. Workmen shall wear reflectorized vests, shirts or jackets.
41. At the completion of the contract requirements, the contractor will prepare an invoice. The invoice shall be sent to the Deputy Director of Public Services Maintenance for approval and payment. The Contractor shall be required to submit a City of Mobile DBE Utilization Report and final closeout documents with the invoice. A list of closeout documents is located in Attachment D.

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and _____, 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: STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27 Audubon Place)

Project No: 2024-2086-201

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

City of Mobile Project Number **2024-2086-201**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 230,000. 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" or "COM" 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.

DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(6) Whenever the words "CITY OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants.

PUBLIC SERVICES REPRESENTATIVE:

(7) Whenever the words "PUBLIC SERVICES REPRESENTATIVE" or "PS REPRESENTATIVE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants and inspectors.

AUTHORITY OF THE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(8) The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY OF MOBILE 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 OF MOBILE 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 OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE.

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 PUBLIC SERVICES REPRESENTATIVE at any time prior to the completion of the work and its acceptance by the CITY OF MOBILE.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PUBLIC SERVICES REPRESENTATIVE to be incompetent or disorderly, he shall be immediately discharged upon the request of the PUBLIC SERVICES REPRESENTATIVE.

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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE. 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 PS REPRESENTATIVE, 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, to ensue, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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.

INVOICE:

(23) Upon the final completion of the work, according to the terms of these Articles of Agreement, the PS Representative shall inspect all work and materials not previously accepted. Upon approval by the PS Representative, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall pay or cause to be paid to the Contractor the invoice, under the terms of these Articles of Agreement.

Prior to payment of the INVOICE, the Contractor shall furnish, to the PS Representative, 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 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.
- The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
- The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

Upon successful completion of these documents, payment of the INVOICE shall be made to the Contractor.

E-VERIFY:

(24) 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:

(25) The source of funds for payment by City under this contract is the City's General Fund. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(26) 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:

(27) 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:

(28) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(29) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

ATTEST:
BY: _____
CITY CLERK

(Print)

CITY OF MOBILE
BY: _____
ITS MAYOR

(Print)

WITNESSES:
Ernest Hughes Sr.
Ernest Hughes Sr. (Print)

CONTRACTOR:
Ernest Hughes Sr.
AN INDIVIDUAL
Ernest Hughes Sr. (Print)

CONTRACTOR: (IF CORPORATION)

(Print)

BY: _____
ITS PRESIDENT

(Print)

ATTEST: _____
Corporate Seal

ITS SECRETARY

(Print)

DATE



STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Ernest Hughes Jr, whose name is signed to the foregoing instrument in the capacity of owner of Hughes 360 Services LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 24th day of October, 20 24.

Twalla Burpo-Jackson

NOTARY PUBLIC My Commission Expires: June 26, 2027



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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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 DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, City of Mobile or their agents.
- b. In the event that additional construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the CITY OF MOBILE shall be reimbursed by the contractor for such additional effort at the CITY OF MOBILE'S prevailing hourly rates.

CITY OF MOBILE 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.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE reserves the right, with approval from the CITY, 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 CITY. Furthermore; the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE 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:

No partial payment shall be made.

4. 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 lump sum 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.

ITEM XI
PROJECT SCOPE

1. DITCH CLEANING:

All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. in order to restore the flow line and to achieve positive flow within the ditch. See the included typical sections for examples. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable and/or as directed. Disposal of sediment may include redistributing of soil within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the PS Representative shall be notified for inspection.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line. If pipe blockages or beaver dams are found in ditches, the PS Representative is to be notified. CITY OF MOBILE will clear any blocked pipes.

2. TRASH:

All trash and litter (except tires) within five (5) feet of the top of the ditch bank shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. **Staging location shall be coordinated with the PS Representative.** Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible by a truck and trailer. The CITY OF MOBILE Public Services Trash Division shall be contacted by the Contractor for removal of the pile.

3. VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) feet of the top of the ditch bank that is inside the easement (see Typical Profiles on following pages). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches, or any other disturbed area, leave exposed soil, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. The Contractor shall water the seed/sod as necessary. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.

4. FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after cleaning.
2. The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
 - a. Provide documentation, with the invoice, showing the amount and location of litter removed in that pay period
 - b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify that work was conducted to restore water flow line, and to verify all visible trash was removed. If requested by the Contractor, the CITY OF MOBILE will have a PS Representative available daily to verify the contractor's work. This may be done to eliminate additional work required by the contractor after a ditch's water level lowers.

5. ACCESS:

The CITY OF MOBILE shall provide access to each ditch from at least one end, not always both. While workers are present, the Contractor is allowed to remove fences within the City's easement to enter ditch areas. Fences must be replaced when workers are not present. Removal and replacement of any fence shall be coordinated by the Contractor with the adjacent property owner and with the City. The contractor shall document with photos the existing condition of each fence to be removed. Damage to any fence removed shall be the responsibility of the Contractor, with no cost to the City. The cost of new fence or fence replacement shall be included in the Lump Sum cost of the project.

6. ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

7. SAFETY:

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. Contractor shall designate a person at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Some examples of safety measures that shall be included are:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property. The contractor shall be liable for any and all damage to passing vehicles, property, or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to causing an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.). Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties. The CITY OF MOBILE has the authority to stop any contract operations deemed to be hazardous by the PS Representative. At that time, operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill. Appropriate actions shall be taken in the event of a spill. Contractor shall notify CITY OF MOBILE in the event of a spill. If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator. Failure to comply with safety requirements may result in contract termination. Contractor shall notify the City of Mobile of any safety incidents on the project.

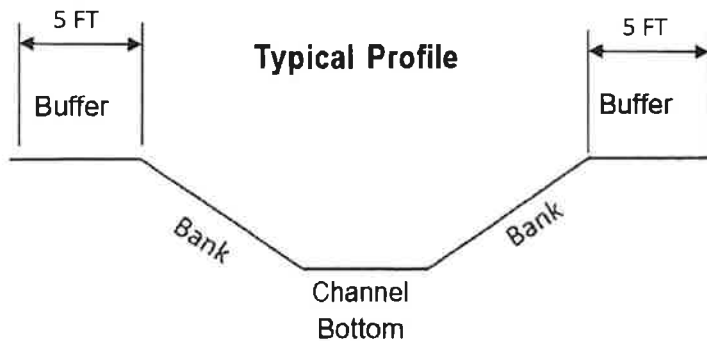
8. PAYMENT:

1. Payment for all work shall occur at project completion, as determined by the PS Representative.
2. Once the Contractor has completed all work listed in the contract, he shall notify the Public Services Representative at a telephone number to be provided at Award of the contract. At that time, a Public Services Representative will inspect the completed work. Once the Public Services Representative has approved all work, the City will pay the Contractor.
3. The penalty for exceeding the project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor. If rain delays cause the allowed timeline to be exceeded, the Contractor shall submit weather records and a schedule summary at project closeout. The schedule summary shall explain any variances in the completion timeline.
4. The Total Lump Sum Price provided by the Contractor in the Bid Documents is the total maximum amount that will be allowed for this contract.

9. PERFORMANCE:

If the Contractor is unable to fulfill the requirements of this contract, in full or in part, the entire contract may be terminated.

Trapezoidal Ditch Maintenance Standards



Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.

Field inspections are required to assess all maintenance required on ditch.



Buffer Area Encroachments

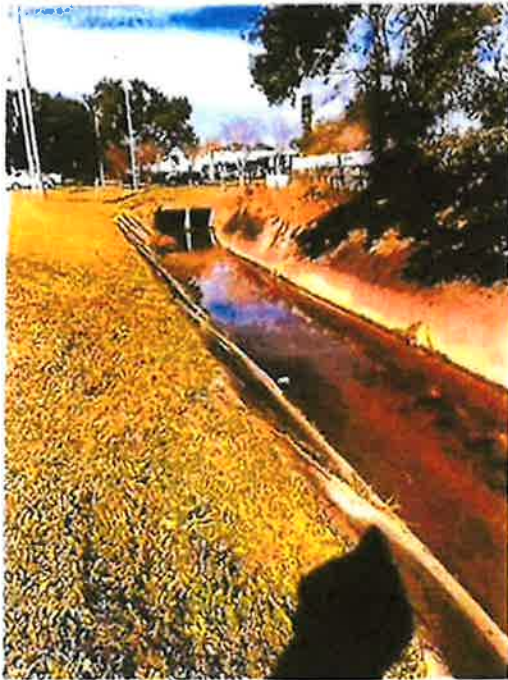


Slope and Bank Obstructions

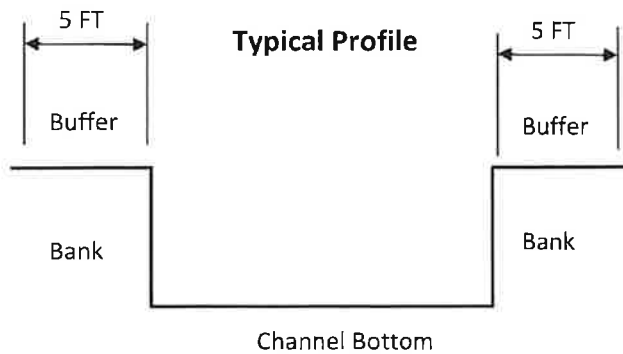


Trapezoidal Concrete Ditch Maintenance Standards (Continued)

Expected Condition After Maintenance



Concrete Rectangular Ditch Maintenance Standards



Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

*Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.*

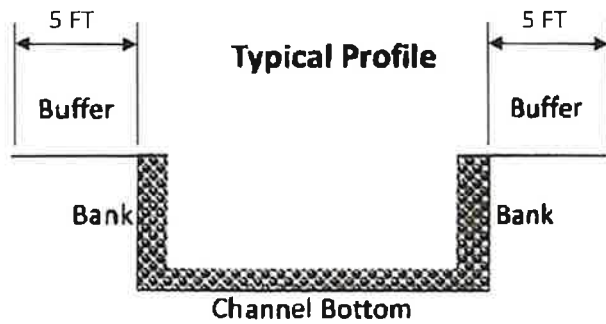


BEFORE



AFTER

Gabion Ditch Maintenance Standards



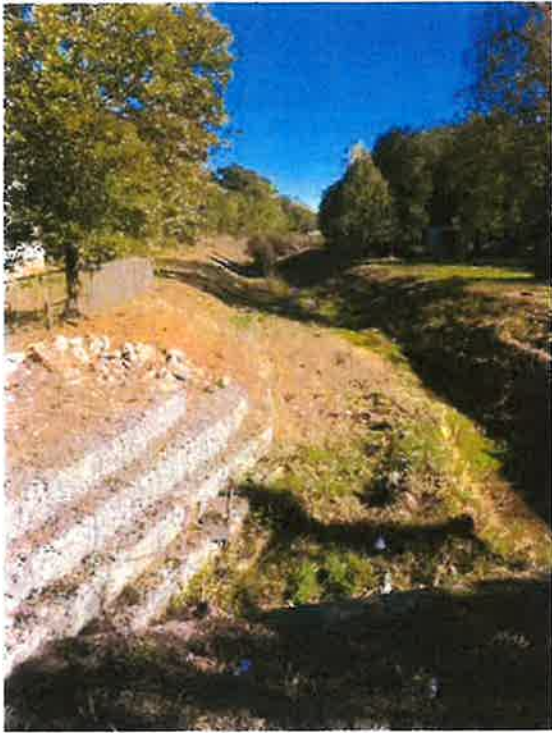
Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Examples of Typical Conditions Before Maintenance

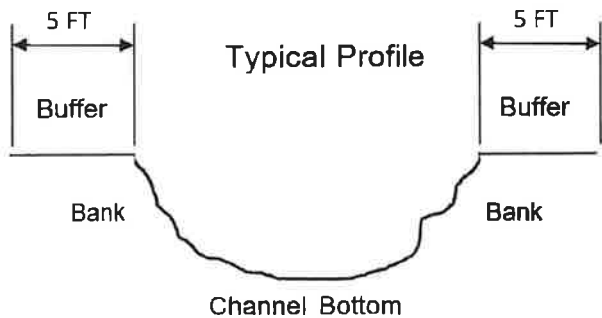
Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.



Gabion Ditch Expected Condition After Maintenance Examples:



Earthen Ditch Maintenance Standards



Note: This profile represents a typical earthen ditch. Depth, slope and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.



BEFORE



AFTER

Earthen Ditch Examples (continued)

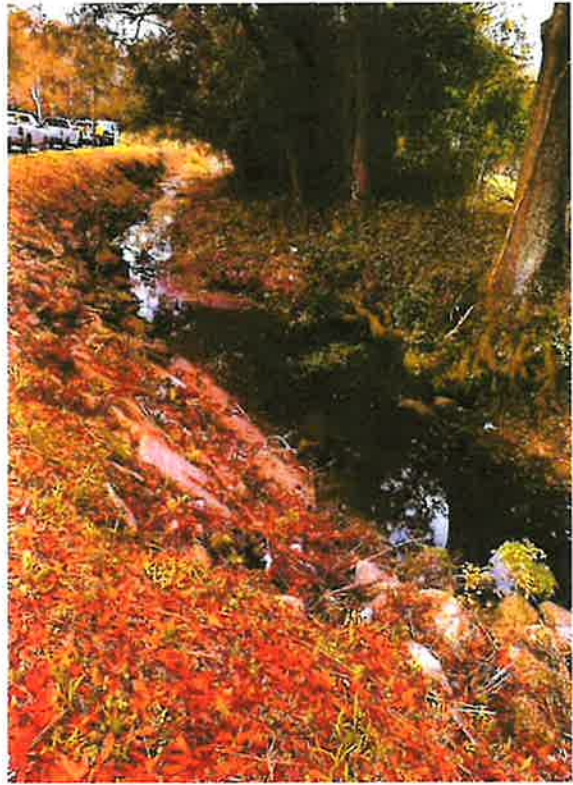


BEFORE

AFTER



Earthen Ditch Expected Condition After Maintenance Examples:



ATTACHMENT “A”
LOCATION MAPS & SCOPE

DITCH LOCATION 1

Ditch Location Description & Scope: 2828 Dauphin Street to 27 Audubon Place: These ditches begin on the north side of 2828 Dauphin Street and run southeast along both sides of the railroad tracks. They continue along the north side of 2701 Dauphin Street to approximately 200 ft east of Florida Street. At that point, the northernmost ditch turns easterly and runs to the approximate southwest corner of 27 Audubon Place. The next ditch begins at the northwest corner of 2607 Dauphin Street and runs southward along the lot. The next ditch begins on the south property line of 2569 Dauphin Street and runs southeastward to 12 Florida Street. (See Red Lines in map below.)



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATE

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	
	PHONE (A/C No. Ext.)	FAX (A/C No.)
INSURED	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A	NAIC #
	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.

NR	LYR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
		COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
		CLAIMS-MADE ☐ OCCUR ☐					CLAIMS-MADE (EA OCCURRENCE) \$
							MED EXP (Any one person) \$
							PERSONAL & ADVERTISING \$
		GENERAL AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
		POLICY ☐ PRO-JECT ☐ LOG ☐					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 ☐ EXCESS LIAB ☐					EACH OCCURRENCE \$
		OCCUR ☐ CLAIMS-MADE ☐					AGGREGATE \$
		DED. ☐ RETENTIONS ☐					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTHER ☐
		ANY PROPRIETOR, PARTNER, EXECUTIVE, OFFICER, MEMBER EXCLUDED (Mandatory in NH)	Y ☐ N ☐ A ☐				E L EACH ACCIDENT \$
		If yes, describe under DESCRIPTION OF OPERATIONS below.					E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

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

Project Name:

Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P O Box 1827
Mobile, Alabama 36633-1827

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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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2024

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 Thompson Insurance, Inc. PO Box 11408 Montgomery AL 36111	CONTACT NAME: Harrison Hawke/Cassie Cooper	
	PHONE (A/C, No, Ext): 334-694-5853 FAX (A/C, No): 334-271-0491	
	E-MAIL ADDRESS: c.cooper@thomins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FCCI Insurance Group	10178
	INSURER B: The Sheffield Group, Inc.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

License# 79250
HUGH360-01

COVERAGES

CERTIFICATE NUMBER: 42313722

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	CPP100092380	5/7/2024	5/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CA100092381	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ RETENTION \$ 10,000			UMB100095460	9/19/2024	5/7/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A	Y		32119-00	5/17/2024	1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Storm Drainage Ditch Cleaning (2704 Dauphin Street to 27 Audobon Place)
Project No. 2024-2086-201

The City of Mobile, if required by a written contract is listed as an additional insured in regard to the general liability and automobile liability. Coverages shall be primary and non-contributory. A Waiver of subrogation applies in favor of the City of Mobile in regards to the general liability, automobile liability, and worker's compensation if required by a written contract. 30 day notice of cancellation applies, 10 day for non-payment.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile AL 36333

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “C”

**SUBCONTRACTING PLAN
AND
DBE UTILIZATION REPORT**



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.



CITY OF MOBILE

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archana.kdd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Hughes 360 Services, LLC.
Address	203 N Florida Street Mobile, AL 36607
Telephone	251-510-3772
E-Mail	hughes360services@gmail.com

RFP/RFQ Solicitation Number	Project No. 2024-2086-201
Project Description	Storm Drainage Ditch Cleaning
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 22 Female 2 Minority 23 Non-minority 1 SDVO
Total # of Employees	24

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ernest Hughes Jr.

Signature: *Ernest Hughes Jr.* Date: 9/30/24

Title: Owner

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: Ernest Hughes Jr. Title: Owner

Email: ernestjr@hughes360services.com Phone: 251-510-3772



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
 Web site: www.sos.ct.gov/diversityinfo.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:

Item	Quantity	Unit Price	Total Price	Notes
Please Print Company/Hughes 360 Services LLC				
Your Bld/Proposal Amount \$			230,000.00	

10	/	02	/	2024	Description
----	---	----	---	------	-------------

Name of Bidder/Proposer:

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Hughes 360 Services, LLC.

Contact Person: Ernest Hughes, Jr. Phone 251-510-3772 Email hughes360services@gmail.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
✓		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		CMDOT/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 Section 2(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: arclique.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: JAN JULY OCT (CHECK ONE): FEB AUG NOV MARCH 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
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTALS		\$	\$	\$

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date) _____

DBE Utilization Report

DBE Opportunity

Message

Info Hughes <info@hughes360services.com>

Mon, Sep 30, 2024 at 4:29 PM

To: "phughes@hpuonline.com" <phughes@hpuonline.com>

I'm pleased to announce a new bid opportunity!

Hughes 360 Services, LLC is seeking **certified DBE proposals for subcontracting and vendor opportunities.**

We are currently seeking subcontractors or vendors for hauling and Equipment rental.

Project Title: Storm Drainage Ditch Cleaning (Dauphin St to Ansley St)

Pricing is due prior to October 1 @ 12:00pm

INFO**Hughes 360 Services, LLC.****Phone: 251-510-3772**

ALABAMA UNIFIED CERTIFICATION PROGRAM



TRANSIT SYSTEM



BIRMINGHAM AIRPORT AUTHORITY



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes 360 Services, LLC

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number:

05-01437

Issuance Date:

May 30, 2024

Annual Audit Due Date:

May 30, 2025


John R. Cooper, Transportation Director

ALABAMA UNITED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes Companies, Inc.

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number:

04-00975

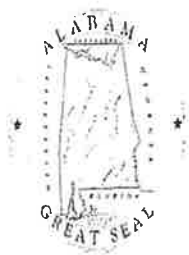
Issuance Date:

April 17, 2024

Annual Affidavit Due Date:

April 17, 2025


John R. Cooper, Transportation Director



**ALABAMA
UNIFIED
CERTIFICATION
PROGRAM**

Alabama Department of Transportation
Construction Bureau
Disadvantaged Business Enterprise (DBE) Program
1409 Coliseum Blvd. (G-101)
Montgomery, AL 36110
Phone: (334) 242-6238 or 1-888-297-5303
Fax: (334) 242-6256
www.dot.state.al.us

April 18, 2024

Hughes Companies, Inc.
3425 Anton Street
Mobile AL 36612

**Re: NOTICE OF CONTINUED DBE ELIGIBILITY
ANNIVERSARY DATE – April 17, 2025
DBE CERTIFICATION #04-00975**

Dear Sir or Madam:

The Alabama Department of Transportation (ALDOT) under a Unified Certification Program has reviewed the recent No Change Affidavit and supporting documentation submitted by your firm. Based on this review and the guidelines in 49 CFR Part 23 and 26, your firm continues to meet the eligibility requirements to participate as a DBE in the state of Alabama.

DBE certification is continuing from your anniversary date but is contingent upon your firm maintaining its eligibility annually through this office. You will be notified in advance of your obligation to submit your No Change Affidavit with supporting documentation prior to your anniversary date. If you fail to provide the requested information in a timely manner, you will be deemed to have failed to cooperate under §26.109(c).

As long as your firm is listed in the DBE directory, it is considered DBE certified by all Alabama UCP Members. Alabama's UCP DBE Directory can be accessed via the internet at www.dot.state.al.us.

Under the ALUCP, all agencies receiving US Department of Transportation funding in the State of Alabama, will accept your certification. Please contact those agencies directly to find out about upcoming bid opportunities and procedures. Please note that all of the certifying agencies of the ALUCP reserve the right to review your firm's certification eligibility prior to your firm's participation on a federally assisted project for their agency or at any time it is determined that such reevaluation is warranted.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within 30 days of the occurrence of the change. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

We are pleased to have you as a participant in the ALUCP and wish you continued success.

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (334) 242-6238 and our fax number is (334) 242-6256.

Sincerely yours,



Donald Lovelace
DBE Contract Manager

DD/lj

PC: File

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. 2024-2086-201
STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27 Audubon Place)

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. 2024-2086-201
STORM DRAINAGE DITCH CLEANING (2828 Dauphin Street to 27
Audubon Place)

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 CITY OF MOBILE 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 in this contract.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished in this contract.
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 provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.
6. The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
7. The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

**E-VERIFY AFFIDAVIT, E-VERIFY
DOCUMENTATION, & SECRETARY OF STATE
REGISTRATION DOCUMENTATION**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Ernest Hughes Sr
Hughes 360 Services, LLC. (affiant) who, being
duly sworn says as follows:

President/CEO of Hughes 360 Services, LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer
that employs one or more employees, I hereby attest that in my capacity as
Owner for Hughes 360 Services 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 Hughes 360 Services, LLC. is enrolled in the E-Verify program. The
Company ID Number in the E-Verify program is as follows: 952551

Ernest Hughes Sr
CEO of Hughes 360 Services LLC

Sworn to and subscribed before me this the 27th day of September, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Twalla L. Burpo-Jackson
Signature and Seal of Notary Public





Company ID Number: 952551

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes 360 Services, LLC.
Company Facility Address	203 N Florida Street Mobile, AL 36607
Company Alternate Address	1794 Princeton Woods Dr West MOBILE, AL 36618
County or Parish	MOBILE
Employer Identification Number	842010829
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Alabama Secretary of State



Hughes 360 Services, LLC	
Entity ID Number	000-395-591
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	07/03/2017
Registered Agent Name	HUGHES, ERNEST A JR.
Registered Office Street Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Registered Office Mailing Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Nature of Business	
Annual Reports	
Report Year	2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/10/2017 Certificate of Formation 3 pgs.
Document Date / Type / Pages	06/14/2019 Articles of Amendment 2 pgs.

[Browse Results](#)[New Search](#)

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 provisions 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: 10/20/2024

Name of Project: **STORM DRAINAGE DITCH CLEANING** (2828 Dauphin Street to 27 Audubon Place)

Project Number: **2024-2086-201**

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

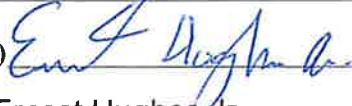
ALL PROJECT WORK:

\$ 2,000.00

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 Hughes 360 Services, LLC.

Mailing Address 203 N Florida Street Mobile, Al 36607

*By (Legal Signature) 

*Name (type or print) Ernest Hughes Jr.

*Title Owner

Telephone Number 251-510-3772



STATE OF ALABAMA

BID LIMIT: **U**
AMOUNT **UNLIMITED**



LICENSE NO. **59861**
TYPE: **NEW**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HUGHES 360 SERVICES LLC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: SITE UTILITIES, D: DEMOLITION, MU-S: DRAINAGE AND CULVERT, MU-S: EROSION CONTROL, MU-S: ROW MAINTENANCE, MU-S: SITE WORK, SC: CONCRETE

until **August 31, 2025** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

19th day of **August, 2024**

Michael B. Tine

SECRETARY-TREASURER

David T. Lott

CHAIRMAN

209325

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

**HUGHES 360 SERVICES LLC T1
203 N FLORIDA ST
MOBILE, AL 36607**

YEAR	LICENSE NO
2024	113173
ISSUED	EXPIRES
5/24/2024	12/31/2024

**238224 PLUMBERS AND/OR GAS FITTERS
561730 LAWN AND GARDEN SERVICE(S)
236120 CONTRACTOR - GENERAL CONTRACTORS**

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

**HUGHES, ERNEST JR T1
1794 PRINCETON WOODS DR W**

MOBILE AL 36618



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 5, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 2024 Agenda Package Argus

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 5 November 2024 Date Item No. _____

Submitted by: Mobile Museum of Art Department Jon Carfagno Department Head

Sponsored by: Mayor William S. Stimpson Name _____ Title _____

Reviewed by: Joe Snowden Executive Director

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

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Lucidea Technologies Corp

PURPOSE & SCOPE OF PROJECT:

Three-year contract with Lucidea Technologies Corp for Argus museum collection management software for the Mobile Museum of Art.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$27,790.00

FUNDING SOURCE:

Budget Item: 1004.0560.42200 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, bid exempt as software.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement by and between the City of Mobile and Lucidea Technologies Corp, for a period of three years, in a total amount of approximately \$26,790.00, for Argus museum collection management software for the Mobile Museum of Art, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

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

Adopted:

City Clerk

LUCIDEA TECHNOLOGIES (U.S.) CORP. SOFTWARE AS A SERVICE TERMS OF USE AGREEMENT

AGREEMENT dated November 1, 2024 between Lucidea Technologies (U.S.) Corp located at 600 Unicorn Park Drive, 2nd Floor, Woburn, MA 01801 ("Lucidea") and The City of Mobile, Alabama, an Alabama municipal corporation and the Mobile Museum of Art, with its principal office at 4850 Museum Drive, Mobile AL 36608 (together, the "Customer"), ("Customer"). For good and valuable consideration, the parties hereby agree as follows:

1. Services. Subject to the terms and conditions of this Agreement, Lucidea will provide to Customer, on an annual fee basis, the current Lucidea hosted product offering(s) identified in the product order supplement attached hereto (Exhibit A) (the "Services"), which Services are to include bug fixes and other minor upgrades, enhancements or improvements that are incorporated into the Services and are not separately priced or marketed by Lucidea, and such Services are to be provided in accordance with the service levels specified in Section 2 of this Agreement. Additional upgrades (i.e. modifications, additions or substitutions that result in a substantial change, improvement or addition to the Services), if available, may be offered by Lucidea for an additional charge.

2. Service Levels. Lucidea will provide the Services in accordance with the Service Level Agreement attached hereto as Exhibit B.

3. License Grant. Lucidea hereby grants to Customer, (and to each employee, agent, contractor, or volunteer of Customer who accesses the Services by means of Customer's account and an authorized password) ("Authorized User"), subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-sublicensable, limited license to access the Services via the Internet and to use the Services, solely for Customer's internal business purposes (the "Permitted Use") in accordance with any applicable end user documentation provided by Lucidea to Customer ("Documentation"). The Services shall be provided as a service based on Lucidea's programming code, not for the provision of the programming code itself, and the programming code shall not be delivered or licensed hereunder, either in object code or source code form.

4. License Restrictions. Customer shall not, directly or indirectly, (i) copy, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas, algorithms, mechanisms, processes or characteristics of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) market, rent, lease, distribute, disclose, sell, resell, assign, or otherwise transfer rights to the Services or Documentation; (iv) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) use any third party licensed software products or modules provided by Lucidea to Customer under this Agreement independently from the Services; (vi) remove

any proprietary notices from the Services; (vii) publish to third parties any evaluation of the Services without Lucidea's prior written consent.

5. Passwords/Security.

5.1 Passwords. Lucidea shall issue to Customer, or shall authorize a Customer administrator to issue, a password for each Authorized User to use Customer's account for whom Customer has paid the applicable fee. Customer and its Authorized users are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by Customer's Authorized Users. Customer is entirely responsible for any and all activities by Authorized Users that occur under the Customer's account. Customer agrees to immediately notify Lucidea of any known unauthorized use of the Customer's account (including each password of each user accessing the Services by means of Customer's account) or any other breach of security known to Customer. Lucidea shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. Lucidea will maintain any known Customer passwords as confidential and will not disclose them to third parties.

5.2 Security. Lucidea will maintain the Services at a hosting facility, where they are subject to commercially reasonable security precautions to prevent unauthorized access to the Services. Customer acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Customer Data (defined below).

6. Customer Support. The annual fee set forth in Exhibit A includes all Customer entitlements for technical support in the form of telephone, email and web support.

7. Customer Data. As between Lucidea and Customer, Customer shall own all data, information or material that Customer enters into the Services or has entered on its behalf ("Customer Data").

8. Customer Obligations.

8.1 Hardware. Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Services,

and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Services.

8.2 Conduct. Customer shall be solely responsible for its actions and the actions of any user of Customer's account while using the Services and the contents of its transmissions through the Services. All information provided by Customer to Lucidea, including contact information and billing information, shall be true, complete and accurate in all respects. If any such information provided by Customer is knowingly false or fraudulent, Lucidea may terminate Customer's access to the Service in addition to pursuing any other legal remedies. Customer agrees: (i) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Services, including without limitation all laws regarding the transmission of technical data exported from Canada and the United States through the Services; (ii) not to knowingly upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services or another's computer; (iii) not to use the Services for illegal purposes; (iv) not to knowingly interfere or disrupt networks connected to the Services; (v) not to post, promote or transmit through the Services any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (vi) not to knowingly interfere with another customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services; (vii) not to use the Services to engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email; and (viii) to comply with all regulations, policies and procedures of networks Customer connects to the Services. Customer acknowledges and agrees that Lucidea neither endorses the contents of any customer communications nor assumes any responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. Lucidea may remove any violating content posted on the Services or transmitted through the Services, with notice to Customer.

8.3 Third Party Links. Upon Customer's written request, Lucidea may make available, and the Services may provide, links to other web sites, sometimes called "third party" websites, or resources. Customer acknowledges and agrees that Lucidea is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. Lucidea shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such external sites or resources.

9. Fees.

9.1 Annual Fee. Customer agrees to pay to Lucidea the applicable annual fee set forth in Exhibit A, such payment to be made in accordance with the terms, provisions and conditions set forth in this Agreement.

10. Payment Terms.

10.1 Payments. The applicable annual fee is charged and invoiced annually in advance (with the first invoice to be provided to Customer as of the effective date of this Agreement), and shall be payable within thirty (30) days from the date of such invoice. All amounts payable hereunder shall be paid in U.S. Dollars. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, tariffs or duties resulting from or imposed upon this Agreement, or the license of the Services or the provision of the Services, excluding only United States (federal or state) taxes based solely on Lucidea's income. Fees are nonrefundable whether or not the Services are actively used by Customer. If Customer believes that the bill is incorrect, Customer must contact Lucidea in writing within thirty (30) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

11. Term.

11.1 Term Agreement. The initial term of this Agreement shall commence on the effective date of this Agreement and shall terminate at the end of the period specified on Exhibit A., unless earlier terminated in accordance with Section 12. Thereafter, the term of this Agreement may be renewed upon mutual written agreement of the parties. Except as otherwise provided in the Agreement, Customer shall be responsible for all annual fees for the applicable term in which termination occurs, and Lucidea shall not issue any refunds for such term.

12. Termination.

12.1 Breach. Except as provided in Section 12.3 below, either party may terminate this Agreement if the other party has breached this Agreement and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach.

12.2 Insolvency. Either party may terminate this Agreement if (i) the other party has a receiver appointed for it or its property; (ii) the other party makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; or (iv) the other party is liquidated or dissolved.

12.3 Failure to Pay/Customer Conduct. Lucidea may suspend or terminate the Services, at its sole option, upon fifteen (15) days prior written notice to Customer if: (i) any undisputed payment is delinquent by more than thirty (30) days, or (ii) Customer breaches any provision of Section 8.2 and fails to cure within the fifteen (15) day notice period.

12.4 Effect of Termination. Lucidea shall not be liable to Customer or any third party for suspension or termination of the Services in accordance with this Agreement. If Customer or Lucidea terminates this Agreement, Customer will be obligated to pay the balance due for all services provided prior to termination. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Customer or Lucidea, Customer's right to use the Services shall immediately cease. Sections 7, 8.2, 8.3, 10, 12.5, 13, 14, 15, 16, 17 and 18 of this Agreement shall survive its expiration or termination for any reason.

12.5 Customer Data. Lucidea shall retain Customer Data for a period of thirty (30) days after expiration or termination of this Agreement. Customer may request that Lucidea conduct a mass export of Customer Data, and Lucidea agrees to provide such services at its then current rates on a time and materials basis. After thirty (30) days, Lucidea shall delete and destroy all Customer Data without notice or further liability to Customer.

13. Proprietary Rights. Customer acknowledges that the Services and all content contained therein, including but not limited to text, software, music, sound, photographs, video, graphics, and third party materials and advertisements, excluding any Customer Data, (collectively, "Content") is proprietary to Lucidea or third parties, and Lucidea or such third parties retain exclusive ownership of the same throughout the world, including all right, title and interest in all related copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights thereto. Except as expressly stated herein, this Agreement does not transfer any right, title or interest in the Services or the Content to the Customer.

13.1 Trademarks. Lucidea's trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any Lucidea trademark does not give Customer any rights of ownership in that trademark. Any trademark, trade name, copyright, or other proprietary notices, legends, symbols or labels appearing on or in the Services provided to Customer shall not be removed or altered and shall be accurately reproduced by Customer on any and all copies of the Services.

14. Confidentiality.

14.1 Parties' Obligations. Each of the parties agrees to maintain in confidence any non-public information of the

other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement ('Confidential Information'). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party. Lucidea does not claim any ownership in any materials submitted by or on behalf of Customer to the Services (including any Customer Confidential Information); provided, however, that Customer grants to Lucidea the right to reproduce, copy, use and distribute any materials submitted by Customer to, stored on or distributed via, the Services to the extent needed to operate the Services, and Customer warrants that it has appropriate rights in and to such materials such that Lucidea is permitted to reproduce, copy, use and distribute any such materials stored on or distributed via the Services to the extent needed to operate the Services. Except as permitted in this Agreement, Lucidea will not edit, delete or disclose the contents of Customer Data unless authorized by the Customer or unless Lucidea is required to do so by law or in the good faith belief that such action is necessary to: (i) conform with applicable laws or comply with legal process served on Lucidea; (ii) protect and defend the rights or property of Lucidea; or (iii) enforce this Agreement. Lucidea may access Customer Data to respond to service or technical problems with the Services. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data and, unless a result of Lucidea's negligence, Lucidea assumes no responsibility for Customer actions resulting in the deletion, correction, destruction, loss, infringement or failure of the Services to store any Customer Data.

14.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure, as shown by the files of the disclosing party in existence at the time of disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; (iv) communicated to a third party by the receiving party with the express written

consent of the other party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed.

14.3 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party's Confidential Information; provided, however, that Lucidea shall not be required to destroy or alter any computer archival and backup tapes or archival and backup files, but such archival and backup materials shall be kept confidential in accordance with the terms of this Agreement. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

15. Representations and Warranties; Warranty Disclaimer. SUBJECT TO SECTION 12 AND 17, LUCIDEA WARRANTS THE SERVICES SHALL BE OF A PROFESSIONAL QUALITY CONFORMING TO GENERALLY ACCEPTED INDUSTRY STANDARDS AND PRACTICES AND SHALL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION. CUSTOMER'S EXCLUSIVE REMEDY AND LUCIDEA'S SOLE LIABILITY UNDER THIS WARRANTY SHALL BE FOR LUCIDEA TO CORRECT ANY MATERIAL FAILURE OF THE SERVICE TO PERFORM AS WARRANTED, IF SUCH FAILURE IS REPORTED TO LUCIDEA AND CUSTOMER, AT LUCIDEA'S REQUEST, PROVIDES LUCIDEA WITH SUFFICIENT INFORMATION TO REPRODUCE THE DEFECT IN QUESTION. IN THE EVENT THAT LUCIDEA CANNOT, AFTER REPEATED EFFORTS, REMEDY SUCH FAILURE, LUCIDEA SHALL REFUND THE TOTAL FEE PAID TO LUCIDEA BY CUSTOMER FOR THE TERM IN WHICH THE DEFECT OCCURRED AND TERMINATE THIS AGREEMENT. THIS WARRANTY IS MADE SOLELY TO CUSTOMER, AND CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY WARRANTY TO, OR CLAIMS BY, THIRD PARTIES.

IN ADDITION, LUCIDEA REPRESENTS AND WARRANTS TO CUSTOMER THAT: (A) LUCIDEA HAS AND WILL RETAIN THE RIGHT TO PROVIDE THE SERVICES AND GRANT AND PERFORM THE RIGHTS AND LICENSES GRANTED OR REQUIRED TO BE GRANTED BY IT UNDER THIS AGREEMENT; (B) THE SERVICES, THE DOCUMENTATION, AND ALL OTHER MATERIALS PROVIDED BY LUCIDEA TO CUSTOMER UNDER THIS AGREEMENT WILL NOT INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHT OF ANY THIRD PARTY; AND (C) THE SERVICES WILL REMAIN FREE OF ANY VIRUS, TROJAN HORSE, WORM, BACKDOOR, TIME BOMB, DROP DEAD DEVICE, OR OTHER SOFTWARE OR HARDWARE DESIGNED TO

PERMIT UNAUTHORIZED ACCESS TO, OR TO DISABLE, ERASE, OR OTHERWISE HARM, ANY COMPUTER, SYSTEMS, OR SOFTWARE.

EXCEPT AS SET FORTH ABOVE, LUCIDEA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. LUCIDEA MAKES NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. LUCIDEA MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OR INFORMATION OBTAINED THROUGH THE SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SUPPLIER, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES IN THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT ANY CUSTOMER DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK, AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH CUSTOMER DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

16. Indemnification.

16.1 Infringement. Subject to Section 17 and to compliance with Section 16.2 by Customer, Lucidea, will defend and indemnify (in accordance with Section 16.2) any third party claims against Customer that the use of the Services within the scope of this Agreement directly infringes any trade secret, copyright, Canadian or United States trademark or patent granted prior to the date of this Agreement.

16.2 Conditions. Lucidea's obligations under the preceding paragraph with respect to a claim are conditioned on: (i) Customer notifying Lucidea promptly in writing of such claim, (ii) Customer giving Lucidea sole control of the defense of all such claims and any related settlement negotiations, and (iii) Customer cooperating with Lucidea in such defense (including, without limitation, by making available to Lucidea all documents and information in Customer's possession or control that are relevant to the infringement or misappropriation claims, and by making Customer's personnel available to testify or consult with Lucidea or its attorneys in connection with such defense). If Customer settles any such claim without Lucidea's prior written approval, Lucidea shall be relieved of all liability with respect to such claim.

Lucidea shall indemnify, defend and hold harmless Customer and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses arising from or in connection with Lucidea's negligent and wrongful acts of performance under this agreement.

16.3 Exclusions. Notwithstanding the foregoing, Lucidea shall have no liability or obligation with respect to any infringement or misappropriation claim to the extent that such claim is based upon: (i) any use of the Services not in accordance with this Agreement or for purposes not intended by Lucidea; (ii) any modification of the Services made by any person other than Lucidea where such modification is not authorized by Lucidea; or (iii) any use of the Services in connection with or in combination with equipment, devices, or software not provided by Lucidea if such infringement would have been avoided by the use of the Services alone. In addition, Lucidea shall have no liability to Customer (or to any other person) to the extent any alleged infringement or claim of infringement is based upon specifications or modifications requested by Customer.

16.4 Remedies. If the Services become, or in Lucidea's opinion are likely to become, the subject of an infringement or misappropriation claim, Lucidea may, at its sole option and expense, either: (i) procure for Customer the right to continue to use the Services pursuant to this Agreement; or (ii) settle the claim or suit; or (iii) replace or modify the Services to make them non-infringing; or (iv) terminate this Agreement and Customer's right to use the Services and refund to Customer all amounts paid by the Customer for the Services during the period of twelve (12) months prior to such termination. Any election by Lucidea under this Section shall fully discharge and satisfy any and all claims by Customer hereunder other than the right to indemnification under Section 16.1 with respect to use of the Services prior to such termination.

THIS SECTION 16 STATES LUCIDEA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS BASED ON THE SERVICES, AND LUCIDEA SHALL HAVE NO ADDITIONAL LIABILITY WITH RESPECT TO ANY ALLEGED OR PROVEN INFRINGEMENT.

16.5 By Customer. Customer agrees to defend, indemnify and hold Lucidea, its parent, subsidiaries, officers, directors, employees, successors and assigns harmless from any claim, demand, damages, costs and expenses (including reasonable attorneys' fees), arising from any third party claim against Lucidea due to or arising out of Customer's breach of Sections 3, 4 or 8, except to the extent: (i) Lucidea has agreed to indemnify Customer under Section 16.1; (ii) the claim is based on Lucidea's gross negligence or willful misconduct or a breach of this Agreement by Lucidea; or

(iii) the claim is based on violations of applicable laws that necessarily apply to Lucidea.

NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO CONSTITUTE, EITHER AS TO LUCIDEA OR AS TO THIRD PARTIES, A WAIVER OF ANY STATUTORY DAMAGE CAPS SET FORTH IN SECTIONS 11-47-90 AND 11-93-2, CODE OF ALABAMA (1975), AS THE SAME MAY BE AMENDED FROM TIME TO TIME, AND IN ANY OTHER STATUTES AND CASE LAW OTHERWISE AVAILABLE TO CUSTOMER.

17. Limitation of Liability. REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM EITHER PARTY'S BREACH OF CONFIDENTIALITY, BREACH OF SECURITY, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR ITS OBLIGATION TO INDEMNIFY THE OTHER PARTY UNDER SECTION 16, IN NO EVENT SHALL EITHER PARTY, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICES ON BEHALF OF LUCIDEA, BE LIABLE FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE) IN AMOUNTS GREATER THAN THE TOTAL FEES PAID TO LUCIDEA BY CUSTOMER FOR THE TERM IN WHICH THE CAUSE OF ACTION AROSE. IN NO EVENT SHALL EITHER PARTY, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICES ON BEHALF OF LUCIDEA, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE. THIS IS A BENEFIT OF THE BARGAIN BETWEEN THE PARTIES AND PART OF THE BASIS FOR THE SUBSCRIPTION FEES OFFERED TO CUSTOMER.

SOME JURISDICTIONS DO NOT ALLOW THE ABOVE LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

18. General.

18.1 Publicity. Each party shall obtain the other party's written permission prior to using the other party's name for any marketing or promotional purposes. The parties agree that any other press release or other public comments issued by either party relating to this Agreement, any dispute under this Agreement, or Customer's subscription to or use of the Services, will be prepared jointly between Lucidea and Customer and will be issued upon mutual agreement of the parties.

18.2 Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months after termination, absent Lucidea's written approval, Customer shall not hire or solicit for employment, on behalf of itself or another party, any person employed by Lucidea during such period; provided, however, that the foregoing shall not prohibit Customer from

hiring any Lucidea personnel who respond to a public job advertisement or other general, public solicitations such as a job fair, without active solicitation from Customer.

18.3 Notices. All notices to a party shall be in writing and sent to the addresses specified in this Agreement and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt or at such time as delivery is refused by the addressee upon presentation, if sent by certified or registered mail, return receipt requested. Each party may designate by notice in writing a new address to which any notice may thereafter be so given, served or sent.

18.4 Entire Agreement; Amendment. This Agreement, together with any exhibits attached hereto, contains the entire agreement of the parties and supersedes any and all previous agreements with respect to the subject matter hereof, whether orally or in writing. This Agreement supersedes any terms printed on Customer's purchase order or other forms. This Agreement may not be modified or amended except by a writing signed by both parties.

18.5 Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except with respect to wholly owned affiliates, neither party may assign this Agreement without the other party's prior written consent, not to be unreasonably withheld. With notice to Customer, Lucidea may subcontract any or all of its obligations hereunder, but shall nevertheless remain responsible for the performance of its obligations hereunder.

18.6 Governing Law/Venue. This Agreement and any disputes hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Alabama, without regard to its conflict of laws principles. Any dispute under this Agreement shall be brought exclusively in the state and federal courts for the State of Alabama, and Customer hereby submits to the exclusive jurisdiction of such courts.

18.7 Counterparts/Email. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one agreement. This Agreement may be executed electronically via email.

18.8 Headings. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

18.9 English. It is the express will of the parties that this Agreement has been written in English.

18.10 No Waiver. No waiver of any default, condition or breach of this Agreement shall be deemed to imply or constitute a waiver of any other default, condition or breach of this Agreement, whether of a similar nature or otherwise.

18.11 Severability. In the event that any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

18.12 Force Majeure. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

18.13 Anti-discrimination: Lucidea 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.

18.14 Anti-boycott: By signing this Agreement, Lucidea represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

18.15 Immigration Compliance: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

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This Lucidea Software as a Service Terms of Use Agreement is not valid until an authorized representative of both Lucidea and Customer have signed the agreement and Exhibit A and issued a valid purchase authorization. By signing below, you represent that you are authorized to sign this Agreement on behalf of Customer.

LUCIDEA TECHNOLOGIES (U.S.) CORP.

**CITY OF MOBILE - MOBILE MUSEUM OF ART
(CUSTOMER)**

Authorized Signature

Authorized Signature

Calvin Mah
Name

William S. Stimpson
Name

Chief Financial Officer
Title

Mayor
Title

Date

Date

Attest

City Clerk

EXHIBIT A
PRODUCT ORDER SUPPLEMENT

PRODUCT ORDER DATED NOVEMBER 1, 2024

SAAS TERMS OF USE AGREEMENT DATED NOVEMBER 1, 2024

THIS PRODUCT ORDER SUPPLEMENT ("ORDER") IS ISSUED UNDER AND GOVERNED BY THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT REFERENCED ABOVE AND SHALL BE BINDING UPON LUCIDEA AND THE CUSTOMER NAMED BELOW.

LUCIDEA PRODUCT(S) AND SERVICES	FEE
Single Sign-On ("SSO") Subscription Fee: SSO via SAML 2.0 to be added to Customer's existing Argus SaaS Subscription upon execution of this Order	\$ 0 (Fee waived)
Three (3) Year Argus Software as a Service (SaaS) Subscription Renewal including; - One (1) Argus SaaS instance provisioned in Lucidea's Canadian hosting facility - Two (2) Argus Staff User licenses - Argus Collections Management Database - Argus Portal with unlimited end-user access (unlimited search/read-only licenses) - Argus DesignSuite (includes KmBuilder, Portal Designer, Views Designer modules) - Single Sign-On (SSO) via SAML 2.0 - Two hundred (200) GB of Customer Data storage space - All Support and Maintenance Program entitlements for the entire subscription term Important Notes: - Pricing reflects long-term customer value pricing.	\$ 26,790 (Year One (1) Fee: \$ 8,585)
Subtotal, Years Two (2) and Three (3) Argus SaaS Subscription Renewal Fees: Payment schedule below	\$ 18,205
TOTAL ORDER FEE:	\$ 26,790 USD

PAYMENT TERMS: Net 30 days from date of invoice. All pricing is quoted in US Dollars (USD) and all payments are to be submitted in USD.

- Year One (1) Argus SaaS Subscription Renewal Fee of \$ 8,585 due net 30 days from date of invoice
- Year Two (2) Argus SaaS Subscription Renewal Fee of \$ 8,925 due by October 31, 2025
- Year Three (3) Argus SaaS Subscription Renewal Fee of \$ 9,280 due by October 31, 2026

LICENSE TERM: Three (3) years

Three (3) year term is effective from date of execution of the Lucidea Subscription Agreement and this Product Order Supplement ("Order") and subject to the terms and conditions therein. The anniversary date for product(s) purchased via this Product Order Supplement will be November 1st.

INSTALLATION LOCATION: Lucidea's Canadian Hosting Facility

IF CUSTOMER BELIEVES THAT THIS TRANSACTION IS EXEMPT FROM APPLICABLE STATE SALES TAX, CHECK HERE _____. IF AN EXEMPTION IS CLAIMED, CUSTOMER MUST ATTACH A VALID SALES TAX EXEMPTION CERTIFICATE TO THIS ORDER SUPPLEMENT.

LUCIDEA TECHNOLOGIES (U.S.) CORP.

**CITY OF MOBILE - MOBILE MUSEUM OF ART
(CUSTOMER)**

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Address: _____

Date: _____

Above offer is based on standard Agreement terms and is available for orders place on or before November 6, 2024.
Orders placed after November 6, 2024 will require new pricing to be quoted separately.

EXHIBIT B
SERVICE LEVEL AGREEMENT

1. SERVICE AVAILABILITY

The Services will be available for use by the Customer twenty-four (24) hours per day, seven (7) days per week, excluding any Scheduled Downtime, as defined below. This Service availability is defined as the "Scheduled Uptime." The hours of 8:30 a.m. through 8:30 p.m. EST, Monday through Friday, are defined as "Peak Operational Hours".

2. USAGE

The disk storage space provided to Customer is two hundred (200) GB. The bandwidth usage provided to each Customer is one hundred (100) gigabytes (data transfer) per month.

3. SCHEDULED DOWNTIME

A minimum of seven (7) days advance notice will be provided for all scheduled downtime to perform system maintenance, backup and upgrade functions for the Services (the "Scheduled Downtime") if the Services will be unavailable due to such reasons. Scheduled Downtime will not exceed eight (8) hours per month and will be scheduled in advance during off-Peak hours (based on ET). Lucidea will notify the Customer administrator via email of any Scheduled Downtime that will exceed two (2) hours.

The duration of Scheduled Downtime is measured, in minutes, as the amount of elapsed time from when the Services are not available to perform operations to when the Services become available to perform operations. Daily system logs will be used to track Scheduled Downtime and any other Service outages.

4. UNSCHEDULED DOWNTIME

Unscheduled Downtime is defined as any time outside of the Scheduled Downtime when the Services are not available to perform operations, excluding any outages caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event. The measurement is in minutes.

5. SERVICE LEVEL CREDITS

If Lucidea does not meet agreed upon Scheduled Uptime levels, Customer will be entitled, upon written request, to a Service Level Credit to be calculated as follows:

- If the actual availability of the Services, measured in minutes, in a given quarter is at least 99.5% of the agreed upon amount of Scheduled Uptime for such quarter, no Service Level Credit shall be awarded.
- If the actual availability of the Services, measured in minutes, in a given quarter is less than 99.5% of the agreed upon amount of Scheduled Uptime for such quarter, Lucidea will provide the Customer with one (1) additional day of Service for every sixty (60) minutes of downtime that falls below the guaranteed quarterly Scheduled Uptime commitment.

Service Level Credits shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels. Service Level Credits will be applied to the next invoice following Customer's request and Lucidea confirmation that credits are applicable.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2660 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 5, 2024**, a public hearing will be held on the **10th** day of **December**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 2660 Old Shell Road from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 1, WINSTON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 136 PAGE 91, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of December, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of November, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2660 Old Shell Road.

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

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

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 1, WINSTON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 136 PAGE 91, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

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

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

Adopted:

Lisa Lambert, City Clerk

**Rasp, LLC
2660 Old Shell Road
Council District 1
Cory Penn**



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Urban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Urban District, subject to the following conditions:

1. Full compliance with all municipal codes and ordinances.

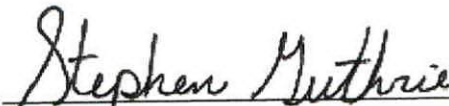
The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

October 30, 2024

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on October 17, 2024 considered the request of **Rasp, LLC** for a change in zoning from **R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District**, to **B-2, Neighborhood Business Urban District**, for the property located at **2660 Old Shell Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Urban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Urban District, subject to the following conditions:

1. Full compliance with all municipal codes and ordinances.

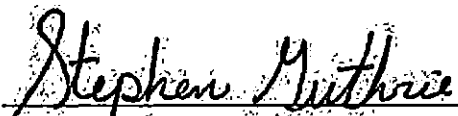
The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 2660 Old Shell Road
ZON-UDC-003085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 2660 Old Shell Road
ZON-UDC-003085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 9/25/2024

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Neighborhood Meeting Date: 9/24/2024

Neighborhood Meeting Time: 4:15 PM

Neighborhood Meeting Location: Dumas Wesley Community Center

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- N/A Additional documents (Describe: _____)

Applicant's Name: RASP LLC by BYRD SURVEYING
(First Name & Last Name)

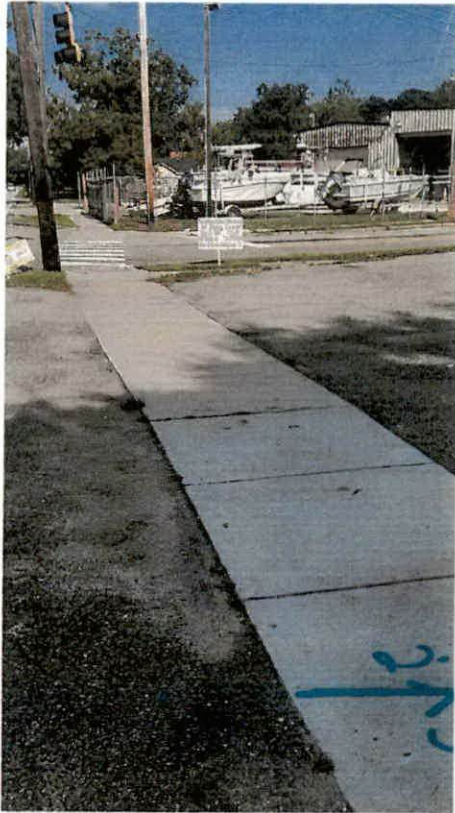
Applicant's signature attesting to the accuracy of the documentation provided:

X [Signature] Date: 9/25/2024

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.



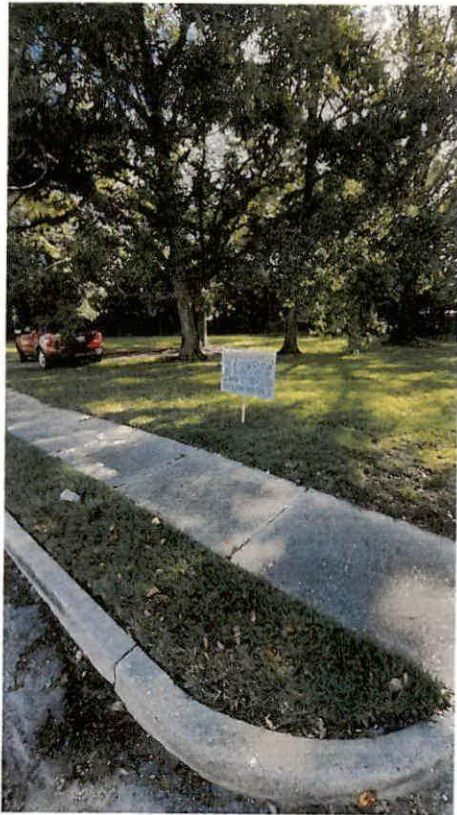
September 13, 2024



September 13, 2024



September 13, 2024



September 13, 2024

lyrd Surveying 609 Halls Mill Road Mobile, AL 36606	Rasp, LLC P. O. Box 1967 Mobile, AL 36633	Mary K. Cross, DVM 2658 Old Shell Road Mobile, AL 36607
SJL Investments 2, LLC 393 Noel Drive Atlanta, GA 30319	Caitlyn B. Bailey 10750 Wulff Road S. Semmes, AL 36575	Ross & Anicia Delfierro 1562 Stone Hedge Drive W. Mobile, AL 36695
avis J. Mallis 17 Hyland Avenue Mobile, AL 36607	Larry O Scott 6501 Canebroke Road Mobile, AL 36695	Carol Ann K. Templet c/o James D. Kahalley 690 Zeigler Circle W. Mobile, AL 36608
tinya Stallworth 50 Wildwood Avenue Mobile, AL 36609	Janet & Russell Wilson 125 Hyland Avenue Mobile, AL 36607	Robert R. Thompson 129 Hyland Avenue Mobile, AL 36607
William J. Glover 31 Hyland Avenue Mobile, AL 36607	Dumas Wesley Community Center 126 Mobile Street Mobile, AL 36607	Rachel & Katherine Whiteley 126 Hyland Avenue Mobile, AL 36607
Donald & Thea Wiley 95 Zillock Road Bernito, TX 78586	Church Hill, LLC 504 Highland Woods Dr. W. Mobile, AL 36608	John Kelly & Beth Kaska 118 Hyland Avenue Mobile, AL 36607
Ilie C. Gaines 6 Hyland Avenue Mobile, AL 36607	Zeinab Hamade 114 Hyland Avenue Mobile, AL 36607	Cordale Helton 112 Hyland Avenue Mobile, AL 36607
andon & Jessica Kirksey 00 Wales Dr., Apt. 102 Virginia Beach, VA 23452	SMBC Leasing & Finance, Inc. 277 Park Avenue New York, NY 10172	Tacon Place, LLC 27980 Canal Road Orange Beach, AL 36561
Artha E. Autrey O. Box 6122 Warfield, UT 84089	Gary Coleman 76 Mobile Street Mobile, AL 36607	Cushing FLP 2653B Old Shell Road Mobile, AL 36607
57 Old Shell Road, LLC 52 Dauphin St., Suite E Mobile, AL 36608	UMS-Wright Corporation 65 Mobile Street Mobile, AL 36607	Dumas-Wesley Community 2732 Mill Street Mobile, AL 36607

Edward & Deborah Melech
704 Old Shell Road
Mobile, AL 36607

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Lara Mae Tyler
713 S. 33rd Street
Omaha, NE 68107

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Barth Morris
11 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 4, 2024

Dear Neighbor,

The owner of 2660 Old Shell Road is proposing to build a neighborhood friendly restaurant on this site. The property is currently zoned R-1 & B-2 and the request is for B-2 zoning for the whole site. This rezoning request was previously approved by the Planning Commission but was not finalized at that time and the approval has expired.

There will be neighborhood meeting on September 24th at 4:15 p.m. at the Senior Center at Dumas-Wesley Community Center located at 126 Mobile Street where the proposed plans will be further explained.

Sincerely,

Gerald D. Byrd
GDB/kpg

①

Neighborhood Meeting

Date: 9/24/2024

Time: 4:15 PM

Location of Neighborhood Meeting: SENIOR CENTER
DUMAS WESLEY COMMUNITY CENTER

Project Location: _____

Project/Application (e.g. Rezoning from R-1 to B-1): _____

R-1 & B-2 TO B-2

Applicant's Signature Attesting to the Accuracy of This Sheet:

x [Signature] Date: 9/24/24

Please Sign In:

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

(3)

Neighborhood Meeting Sign-in Sheet

Date: 7/24/2024
Applicant: RASP, LLC

Meeting Location: Sue Cn. Dennis Wesley Center
Application(s): _____

Name: Janet Wilson Email: jubilae.photoinfo@gmail.com
Address: 125 Highland Ave Phone: 251-626-0380

Name: Kegsha Brown Email: kegsha.brown@cityofmobile.org
Address: _____ Phone: 251-487-0968

Name: David Rapp Email: drapp@rasp.org
Address: 1312 Chondell Dr NW Phone: 251-204-5292
36602

Name: Kate Carver Email: kcarver@dumaswestly.org
Address: 126 Mobile St Phone: 251-479-0049

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 9/24/2024

Meeting Time: 4:15 PM

Meeting Location: DUMAS NOBLEY
COMMUNITY CENTER

Below is a summary of the proposed project presented at the Neighborhood Meeting:

REMOVING 2 CLASSIFICATIONS INTO A SINGLE ZONE
CLASSIFICATION TO CONSTRUCT RESTAURANT

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

PROPOSED SITE PLAN

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

MEETING BEGAN @ 4:20 PM WITH 5 PEOPLE IN ATTENDANCE
WHICH INCLUDED THE OWNER AND MYSELF. 2 NEIGHBORS WERE
IN ATTENDANCE. WE DISCUSSED THE PROPOSAL, THE MENU
AND HOURS OF OPERATION OF THE RESTAURANT. EVERYONE
WAS AGREEABLE WITH THE DEVELOPMENT OF A RESTAURANT

Neighborhood Meeting Summary

Date: 9/24/2024
Applicant: KLSP LLC

Meeting Location: Duane Street Community Center
Application: _____

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 5:15 PM

Applicant's signature attesting to the accuracy of this summary:

X [Signature] Date: 9/25/2024

LEGAL DESCRIPTION

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

REVISED PLAT
PAGE 80
N 72° 2' 34" W

PROPOSED B-2 ZONING

Mobile Street

B-2 ZONING

EXIST
50' R/W

EXISTING B-2 ZONING

B-2 ZONING

PRIVACY FENCE REQUIRED

HYLAND PLACE
DEED BOOK III PAGE 1

REF	LEGEND
101	27 LNK DAK
102	24 7R-LNK DAK
103	22 LNK DAK
104	23 LNK DAK
105	20 LNK DAK
106	17 LNK DAK
107	12 LNK DAK
108	27 LNK DAK
109	27 LNK DAK
110	25 WATER DAK
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199	25 WATER DAK
200	25 WATER DAK

BUILDING	= 2,697 SF
OPEN PORCH	= 725 SF
DECK	= 365 SF
TOTAL	= 3,787 SF

Old Shell Road 50' R/W

TOTAL AREA		= 36.04 AC
LANDSCAPING REQUIRED	(5%)	= 1.82 AC
LANDSCAPING PROVIDED		= 1.009 AC
ADDITIONAL LANDSCAPING REQUIRED	(60% OF 1.82 AC)	= 1.159 AC
ADDITIONAL LANDSCAPING PROVIDED		= 2.166 AC
PAVING:		
REQUIREMENT	= 13 SPACES	
PROVIDED	= 13 SPACES	
ADDITIONAL SPACES	= 2 SPACES	

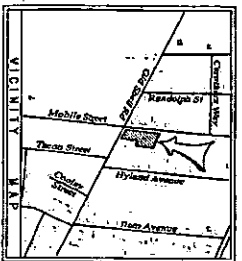
ALL REGULAR PAVING SPACES ARE 8' X 16'

REZONING FOR
WINSTON HEIGHTS
SUBDIVISION

SMITH CLARK & ASSOCIATES OF MOBILE, DBA,
BYRD SURVEYING

2609 HALL'S MILL ROAD
(251) 476-5010
SCALE: 1" = 20'
248612Z

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.COM
SEPTEMBER 12, 2024



Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 4, 2024

Dear Neighbor,

The owner of 2660 Old Shell Road is proposing to build a neighborhood friendly restaurant on this site. The property is currently zoned R-1 & B-2 and the request is for B-2 zoning for the whole site. This rezoning request was previously approved by the Planning Commission but was not finalized at that time and the approval has expired.

There will be neighborhood meeting on September 24th at 4:15 p.m. at the Senior Center at Dumas-Wesley Community Center located at 126 Mobile Street where the proposed plans will be further explained.

Sincerely,

Gerald D. Byrd
GDB/kpg

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

Rasp, LLC

P. O. Box 1967
Mobile, AL 36633

Mary K. Cross, DVM
2658 Old Shell Road
Mobile, AL 36607

ASJL Investments 2, LLC
1393 Noel Drive
Atlanta, GA 30319

Caitlyn B. Bailey
10750 Wulff Road S.
Semmes, AL 36575

Ross & Anicia Delfierro
1562 Stone Hedge Drive W.
Mobile, AL 36695

Davis J. Mallis
117 Hyland Avenue
Mobile, AL 36607

Larry O Scott
6501 Canebrake Road
Mobile, AL 36695

Carol Ann K. Templet
c/o James D. Kahalley
690 Zeigler Circle W.
Mobile, AL 36608

Etinyia Stallworth
960 Wildwood Avenue
Mobile, AL 36609

Janet & Russell Wilson
125 Hyland Avenue
Mobile, AL 36607

Robert R. Thompson
129 Hyland Avenue
Mobile, AL 36607

William J. Glover
131 Hyland Avenue
Mobile, AL 36607

Dumas Wesley Community Center
126 Mobile Street
Mobile, AL 36607

Rachel & Katherine Whiteley
126 Hyland Avenue
Mobile, AL 36607

Donald & Thea Wiley
1195 Zillock Road
San Bernito, TX 78586

Church Hill, LLC
504 Highland Woods Dr. W.
Mobile, AL 36608

John Kelly & Beth Kaska
118 Hyland Avenue
Mobile, AL 36607

Sallie C. Gaines
116 Hyland Avenue
Mobile, AL 36607

Zeinab Hamade
114 Hyland Avenue
Mobile, AL 36607

Cordale Helton
112 Hyland Avenue
Mobile, AL 36607

Brandon & Jessica Kirksey
4100 Wales Dr., Apt. 102
Virginia Beach, VA 23452

SMBC Leasing & Finance, Inc.
277 Park Avenue
New York, NY 10172

Tacon Place, LLC
27980 Canal Road
Orange Beach, AL 36561

Martha E. Autrey
P. O. Box 6122
Clearfield, UT 84089

Gary Coleman
76 Mobile Street
Mobile, AL 36607

Cushing FLP
2653B Old Shell Road
Mobile, AL 36607

2657 Old Shell Road, LLC
3662 Dauphin St., Suite E
Mobile, AL 36608

UMS-Wright Corporation
65 Mobile Street
Mobile, AL 36607

Dumas-Wesley Community
2732 Mill Street
Mobile, AL 36607

Howard & Deborah Melech
2704 Old Shell Road
Mobile, AL 36607

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Clara Mae Tyler
4713 S. 33rd Street
Omaha, NE 68107

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Laruth Morris
611 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531

Byrd Surveying 2609 Halls Mill Road Mobile, AL 36606	Rasp, LLC P. O. Box 1967 Mobile, AL 36633	Mary K. Cross, DVM 2658 Old Shell Road Mobile, AL 36607
ASJL Investments 2, LLC 1393 Noel Drive Atlanta, GA 30319	Caitlyn B. Bailey 10750 Wulff Road S. Semmes, AL 36575	Ross & Anicia Delfierro 1562 Stone Hedge Drive W. Mobile, AL 36695
Davis J. Mallis 117 Hyland Avenue Mobile, AL 36607	Larry O Scott 6501 Canebrake Road Mobile, AL 36695	Carol Ann K. Templet c/o James D. Kahalley 690 Zeigler Circle W. Mobile, AL 36608
Etinyia Stallworth 960 Wildwood Avenue Mobile, AL 36609	Janet & Russell Wilson 125 Hyland Avenue Mobile, AL 36607	Robert R. Thompson 129 Hyland Avenue Mobile, AL 36607
William J. Glover 131 Hyland Avenue Mobile, AL 36607	Dumas Wesley Community Center 126 Mobile Street Mobile, AL 36607	Rachel & Katherine Whiteley 126 Hyland Avenue Mobile, AL 36607
Donald & Thea Wiley 1195 Zillock Road San Bernito, TX 78586	Church Hill, LLC 504 Highland Woods Dr. W. Mobile, AL 36608	John Kelly & Beth Kaska 118 Hyland Avenue Mobile, AL 36607
Sallie C. Gaines 116 Hyland Avenue Mobile, AL 36607	Zeinab Hamade 114 Hyland Avenue Mobile, AL 36607	Cordale Helton 112 Hyland Avenue Mobile, AL 36607
Brandon & Jessica Kirksey 4100 Wales Dr., Apt. 102 Virginia Beach, VA 23452	SMBC Leasing & Finance, Inc. 277 Park Avenue New York, NY 10172	Tacon Place, LLC 27980 Canal Road Orange Beach, AL 36561
Martha E. Autrey P. O. Box 6122 Clearfield, UT 84089	Gary Coleman 76 Mobile Street Mobile, AL 36607	Cushing FLP 2653B Old Shell Road Mobile, AL 36607
2657 Old Shell Road, LLC 3662 Dauphin St., Suite E Mobile, AL 36608	UMS-Wright Corporation 65 Mobile Street Mobile, AL 36607	Dumas-Wesley Community 2732 Mill Street Mobile, AL 36607

Howard & Deborah Melech
2704 Old Shell Road
Mobile, AL 36607

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611 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, DAVID RASP, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of RASP, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 2660 OLD SHELL ROAD.

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

RYRD SURVEYING

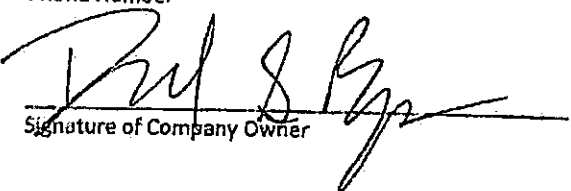
Designee (1)

ryrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

9/12/24
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | Facebook: [BuildMobile.org](https://www.facebook.com/BuildMobile.org) | 251-208-5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



City of Mobile • Planning & Zoning Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by NOON on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications; please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits
Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments
Checklist B

☐ Planned Development
Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development
Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (if Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org Phone: 251-203-6895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm, Wednesday: 8 am - 1 pm

Revised February 2023

	Owner	Design Professional
Name:	DAVID RASP	GERALD D. BYRD
Firm:	RASP, LLC	BYRD SURVEYING
Phone:	251-209-5292	251-476-5010
Email:	drasp@raspgroup.com	byrd@byrdsurveying.biz
Address:	P. O. BOX 1967, MOBILE, 36633	2609 HALLS MILL ROAD, MOBILE 36606

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

2660 OLD SHELL ROAD

38834 SF

Property Address

KEY #00770685

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-1 & B-2 URBAN

B-2 URBAN

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: 251-209-5292
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- | | |
|---|---|
| ☐ Planning Commission Application

☐ Neighborhood Meeting documentation
☐ Boundary Plan | ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|---|---|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

THE SOUTH PORTION OF THIS PROPERTY HAS BEEN ZONED B-2 FOR MANY YEARS AND WAS DEVELOPED WITH A RESTAURANT / GRILL.

TRADITIONAL MIXED USE CORRIDOR & TRADITIONAL CENTER
Future Land Use Map (FLUM) Designation

B-2 URBAN
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

B-2 ZONING FOR THIS PROPERTY WAS APPROVED BY THE PLANNING COMMISSION IN 2017 BUT WAS NEVER ADVERTISED AND APPROVED BY THE CITY COUNCIL.

Build Mobile, 5000 Hwy 1827, Mobile, Alabama 36639
 For more information: 256-233-2222 (Mobile) | 1-800-866-5155 (toll-free)
 Visit our help windows Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am - 5 pm; Wednesday: 8 am - 1 pm

Revised February 2023

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
THERE HAS NOT BEEN ANY DEVELOPMENT IN THIS AREA IN RECENT YEARS.

2. Describe the surrounding land uses.

TO THE NORTH IS DUMAS-WESLEY CENTER. TO THE WEST IS THE DUMAS-WESLEY CENTER, AN UNOCCUPIED DWELLING, AND A FIBERGLASS BOAT REPAIR. TO THE SOUTHWEST IS UMS-WRIGHT SCHOOL. TO THE SOUTH WAS A RADIATOR REPAIR BUSINESS. ADJOINING ON THE EAST IS AN ANIMAL HOSPITAL.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

SINCE THIS WAS PREVIOUSLY DEVELOPED AS A RESTAURANT / GRILL, THERE SHOULD NOT BE ANY ADVERSE AFFECTS ON ADJACENT PROPERTIES.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

ADEQUATE INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

OUR PROPOSAL WILL PROVIDE A NEW RESTAURANT FOR THE NEIGHBORS AND COMMUNITY THAT WILL OFFER DIFFERENT MENU CHOICES THAN THE RESTAURANTS THREE BLOCKS EAST AT FLORIDA STREET.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

Build Mobile, PO Box 1027, Mobile, Alabama 36633

For more information, visit the City of Mobile website at www.buildmobile.org or call 251-208-5895

Visit our Help Window at Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am - 5 pm, Wednesday: 8 am - 2 pm

Revised February 2023



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Urban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Urban District, subject to the following conditions:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

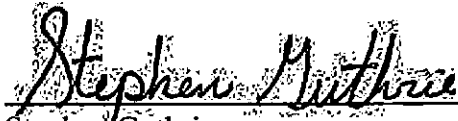
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



Agenda Item # 9
SUB-003086-2024 & ZON-UDC-003085-2024

View additional details on this proposal and all application materials using the following link:

[**Applicant Materials for Consideration – Subdivision**](#)
[**Applicant Materials for Consideration – Rezoning**](#)

DETAILS

Location:
2660 Old Shell Road

Subdivision Name:
Revised Winston Heights Subdivision

Applicant / Agent:
Rasp, LLC

Property Owners:
Rasp, LLC

Current Zoning:
R-1, Single-Family Residential Urban District &
B-2, Neighborhood Business Urban District

Proposed Zoning:
B-2, Neighborhood Business Urban District

Future Land Use:
Traditional Center and Traditional Mixed-Use Corridor

- Applicable Codes, Policies, and Plans:**
- Unified Development Code
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan
- Proposal:**
- Subdivision approval to create one (1) legal lot of record.
 - Rezoning from R-1 & B-2 to B-2.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

- Commission Considerations:**
1. Subdivision proposal with eight (8) conditions; and
 2. Rezoning with one (1) condition.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER	9	DATE	October 17, 2024
APPLICANT	Revised Winston Heights Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-2 to B-2		
			N NTS

SITE HISTORY

The subject site was assigned R-1 and B-2 zoning classifications with the adoption of the 1967 Zoning Ordinance.

In March 2017, the Commission approved Winston Heights Subdivision for the site, a one-lot subdivision, and an accompanying Rezoning request from R-1 and B-2 to B-2 to eliminate split zoning within the subdivision. The subdivision approval was not conditioned upon the completion of the rezoning process prior to signing the Final Plat, and the subdivision was recorded. The Rezoning was never completed.

The site has never had any cases before the Board of Zoning Adjustment

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide reference, on the map and the description, to a monumented corner.
- C. Provide and label the monument set or found at each subdivision corner.
- D. Add a graphic scale.
- E. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- F. Provide the Surveyor's Certificate.
- G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 –14,500 sf.
- H. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- I. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- J. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- K. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- L. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- M. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

- 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering

Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from an existing legal lot of record. The site is served by public water and sanitary sewer.

As previously mentioned, the site was made a legal lot of record via Winston Heights Subdivision in 2017, under the previous Subdivision Regulations. As the Subdivision Regulations adopted in March 2023 are closely tied to the Unified Development Code (UDC) and offer more flexibility in front yard setback, the applicant desires to amend the previously recorded plat to provide more usable site area.

The site has frontage along Old Shell Road and Mobile Street. Old Shell Road is a component of the Major Street Plan with a compliant 50-foot right-of-way; therefore, no dedication would be required along Old Shell Road. Mobile Street no longer is a component of the Major Street Plan, having been removed in the May 2017 map amendment. Thus the 50-foot right-of-way is sufficient. A 25-foot corner radius at the intersection of Old Shell Road and Mobile Street was dedicated with the recording of that subdivision. The right-of-way widths of Old Shell Road and Mobile Street should be retained on the Final Plat, if approved.

Winston Heights Subdivision was recorded with the then-required 25-foot minimum building setback line along Old Shell Road, and a 20-foot minimum building setback line along Mobile Street. However, as the Unified Development Code (UDC) now requires only a 10-foot minimum building setback line along street frontages in a B-2, Neighborhood Business Urban District, the revised plat depicts this change. This should be retained on the Final Plat, if approved.

The proposed lot meets the minimum size requirements of the Subdivision Regulations, and the lot size label in both square feet and acres should be retained on the final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-2. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-2. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that the South portion of the site has been zoned B-2 for many years and was developed as a restaurant/grill. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered along Old Shell Road by other B-2 properties in commercial use; to the North by a B-1, Buffer Business Urban District property used as a community center; to the West across Mobile Street by B-2 properties in commercial and two-family residential use, and R-3 properties as multi-family residential use; and to the East by R-1 properties in single-family residential use to the North of the B-2 properties along Old Shell Road.

The site plan submitted indicates compliance with the vehicular parking, landscaping, residential protection buffer and dumpster requirements of the Unified Development Code (UDC). The site plan should be revised for the permitting review process to provide two (2) bicycle parking spaces as required by the UDC, and to provide tree planting calculations as per the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the right-of-way widths of Old Shell Road and Mobile Street on the Final Plat;
2. Retention of the 10-foot minimum building setback line along both street frontages;
3. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.

- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

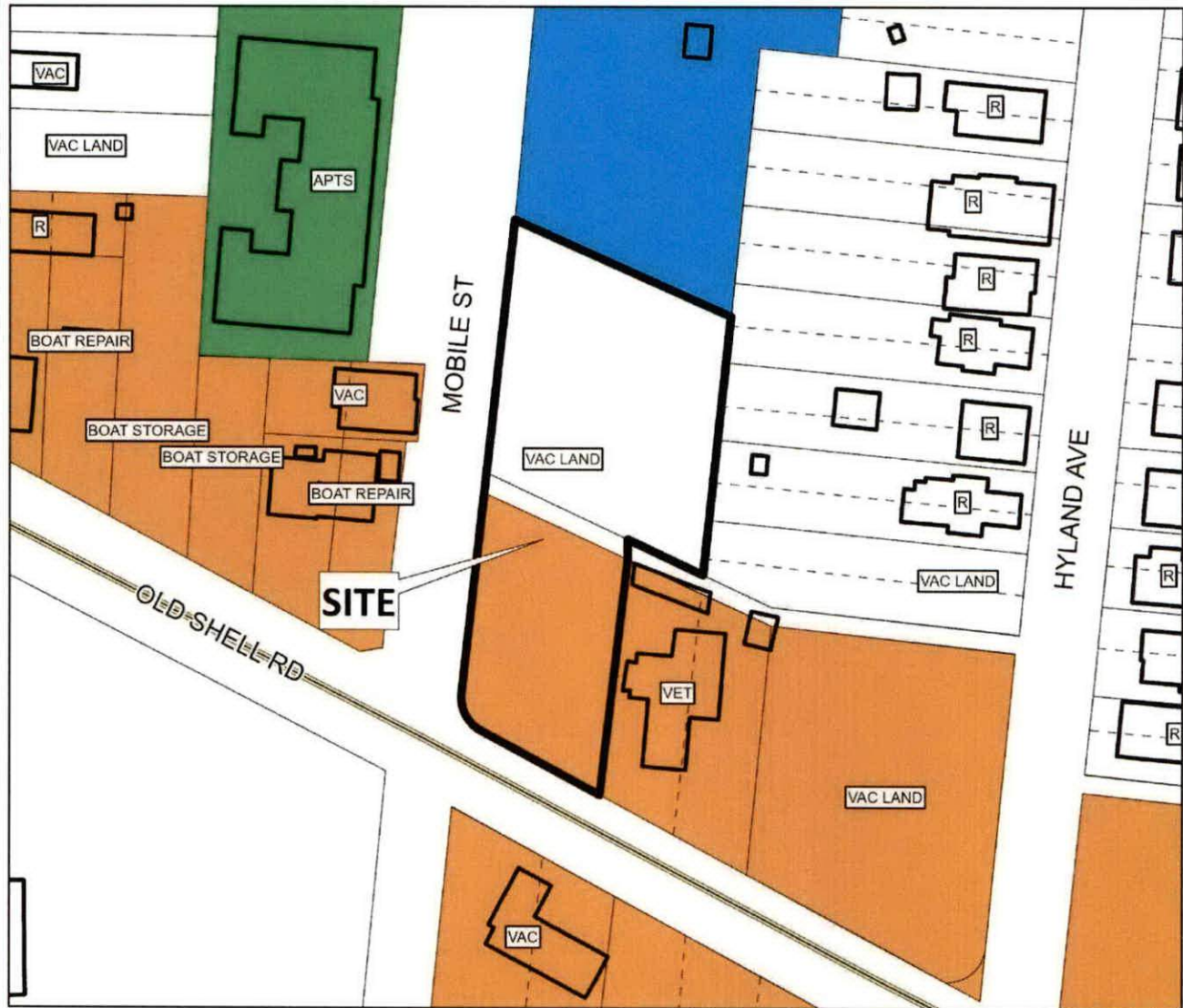
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER 9 DATE October 17, 2024

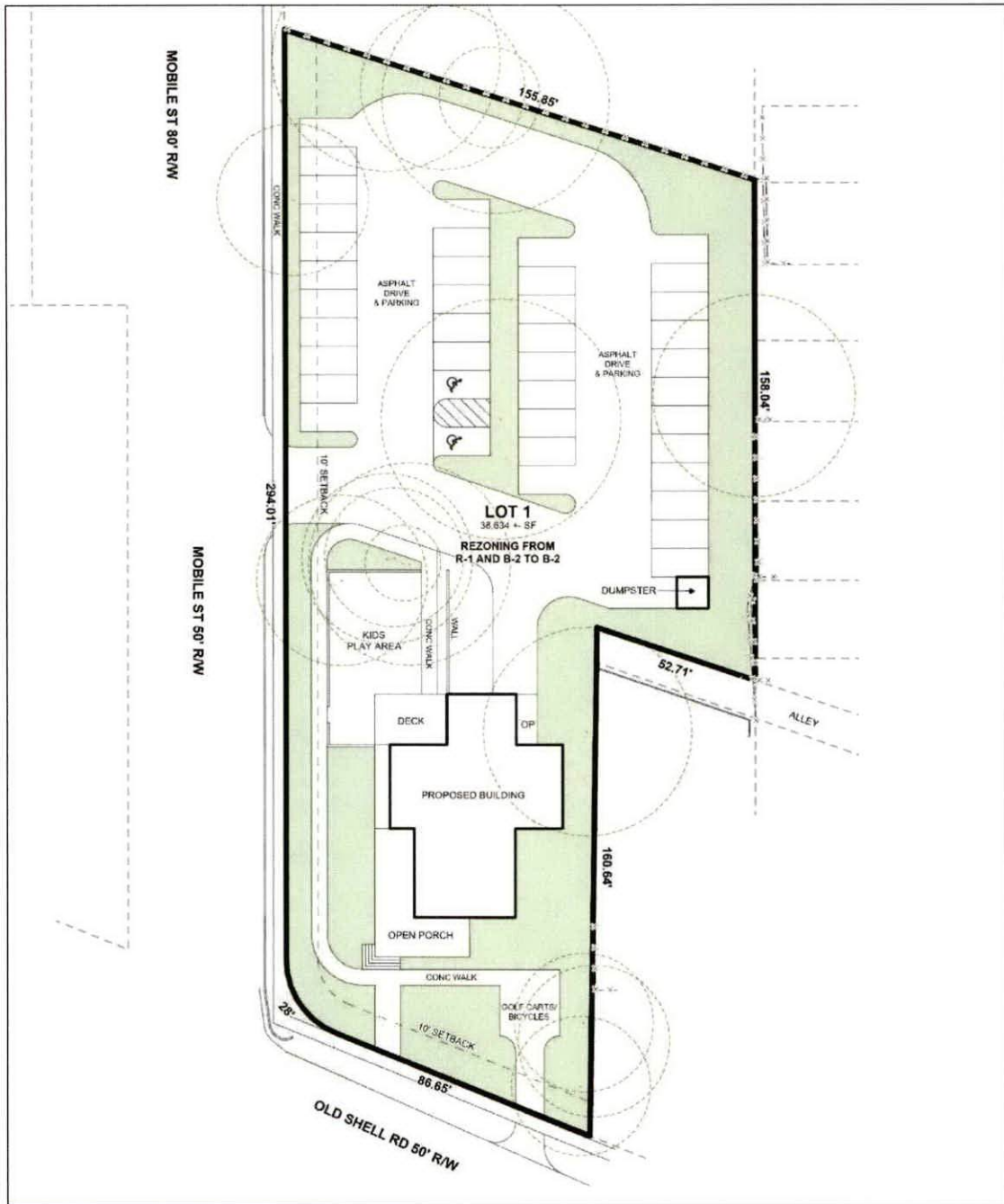
APPLICANT Revised Winston Heights Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



SITE PLAN



The site plan illustrates the proposed building, parking, drives, and setbacks.

APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2



ZONING DISTRICT CORRESPONDENCE MATRIX			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY-BUSINESS	B-3					■				■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	□	□
HEAVY INDUSTRY	I-2											■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 674 Western Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 5, 2024**, a public hearing will be held on the **10th** day of **December**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 674 Western Drive from B-1, Buffer Business Suburban District, to B-3, Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 250, REVISION AND EXTENSION TO LIBERTY PARK, AS RECORDED IN MAP BOOK 4, PAGES 66-67 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of December, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of November, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 674 Western Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-3 districts until the following conditions have been complied with: 1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.

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

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 250, REVISION AND EXTENSION TO LIBERTY PARK, AS RECORDED IN MAP BOOK 4, PAGES 66-67 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

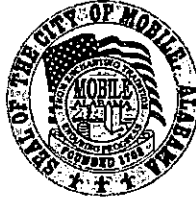
The classification of said property is hereby changed from **B-1, Buffer Business Suburban District** to **B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

C & R Partners, LLC
674 Western Drive
Council District 1
Cory Penn



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

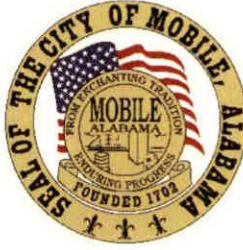
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

October 30, 2024

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on October 17, 2024 considered the request of **C & R Partners, LLC** for a change in zoning from **B-1, Buffer Business Suburban District**, to **B-3, Community Business Suburban District**, for the property located at **674 Western Drive**.

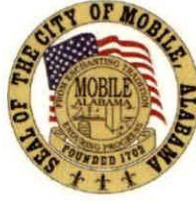
After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

October 11, 2024

TO: Mobile City Planning and Zoning

RE: City Rezoning ZON-UDC-003084-2024
Public Hearing Date: October 17, 2024

FROM: Richard Henderson
P.O. Box 2152
Mobile, AL 36652

PURPOSE: Opposition to Rezoning Proposal
674 Western Drive
Mobile Alabama, 36607

ISSUE: Quality of Life Impacts Associated with Rezoning B-1 to B-3

As a homeowner of the Western Drive community, I respectfully oppose the Application for Rezoning Buffer Suburban District (B-1) to Community Business Suburban District (B-3) in this area. My concerns are as follows:

- Traffic Dangers
- Property Values
- Noise and Privacy

Traffic dangers will increase due to the presence of more vehicles in the area. Moving forward with the rezoning increases the likelihood of serious accidents and injuries in an area that is already busy. In addition to adults, children and pets reside in the area. We work hard to create a haven for those who are most vulnerable and the increased traffic jeopardizes their safety and wellbeing.

Another concern is the decrease in property values for the homes that are currently in the area. I am not against industry but feel enough businesses are already in the area. My property has negatively fluctuated over the past several years. It decreased in 2017 and remained the same until 2020, only to decrease again in 2023. I feel the trend will continue with the additional of yet another company instead of another home for families. How many of us in Mobile, Alabama willingly moves into neighborhood surrounded by industry? Would you?

In addition to the increased noise, privacy is also a concern. The new business could bring an influx of people into the neighborhood from all levels of society. Some may not have the residence's best interest in mind.

CONCLUSION:

The issues discussed above are vitally important to the residents of Western Drive and surrounding streets in the neighborhood. I respectfully insist that this rezoning request be denied. I can be reached at 251-751-2257 for any follow questions or comments. Thank you for your consideration of this request and your work to create and promote overall public good for the people of this community.

Sincerely,

Richard Henderson



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, PETE RIEHM, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of C & R PARTNERS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 674 WESTERN DRIVE.

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

BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

Date

9/11/24



Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☒ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	PETE RIEHM	GERALD D. BYRD
Firm:	C & R PARTNERS, LLC	BYRD SURVEYING
Phone:	251-442-4349	251-476-5010
Email:	priehm@cre-mobile.com	jerry@byrdsurveying.biz
Address:	3904 CAMELIA DRIVE, MOBILE 36693	2609 HALLS MILL ROAD, MOBILE 36606

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

674 WESTERN DRIVE

7500 SF

Property Address

Property Area (acres or square feet)

KEY #00712205

Parcel Number(s) or Key Number(s)

B-1 SUBURBAN

B-3 COMMUNITY BUSINESS

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to [Article 10](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|--|
| ☒ Planning Commission Application | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission |
| ☒ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☒ Boundary Plan | |

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

THE PROPERTIES IN THIS AREA ALONG WESTERN DRIVE ARE A MIXTURE OF B-1, B-2, AND I-1 ZONING CLASSIFICATIONS.

MIXED DENSITY RESIDENTIAL

Future Land Use Map (FLUM) Designation

B-3 COMMUNITY BUSINESS

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

AS DESCRIBED IN #1, THERE IS A MIXTURE OF ZONING CLASSIFICATIONS. SEVERAL BUSINESSES IN THE B-1 ZONE SHOULD BE IN A B-2 OR B-3 ZONE. THIS AREA HAS SUPPORTED VARIOUS BUSINESS TYPES FOR A LONG TIME.

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B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

THIS AREA HAS BEEN DEVELOPED FOR MANY YEARS AND THE OWNERSHIPS REMAIN STABLE.

2. Describe the surrounding land uses.

PROPERTY ON THE WEST SIDE OF WESTERN DRIVE IS ZONED I-1 AND DEVELOPED AS WAREHOUSE / DISTRIBUTION BUSINESSES.

SEVERAL PROPERTIES SOUTH OF THIS SITE ARE RESIDENCES LOCATED IN B-1 ZONING. TO THE EAST IS ZONED R-1 AND TO THE NORTH ARE BUSINESSES.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

THE PROPOSED USE IS AN AUTOMOTIVE BODY SHOP WITH ALL REPAIR WORK BEING COMPLETED INSIDE THE BUILDING.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

ADEQUATE INFRASTRUCTURE IS AVAILABLE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

THE BUSINESS WILL PROVIDE JOBS FOR 5-6 EMPLOYEES AND IS FILLING A NEED FOR A SMALL SHOP ONLY DOING INSURANCE REPAIR WORK. WHEN THE REPAIR IS COMPLETE, INSURANCE PAYS AND THE CAR IS OFF PREMISES.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

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Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**

Checklist A

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **Planned Development**

Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

Have you provided the required information on the corresponding checklist? ☒ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

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Date

Kari P. Givens

Date

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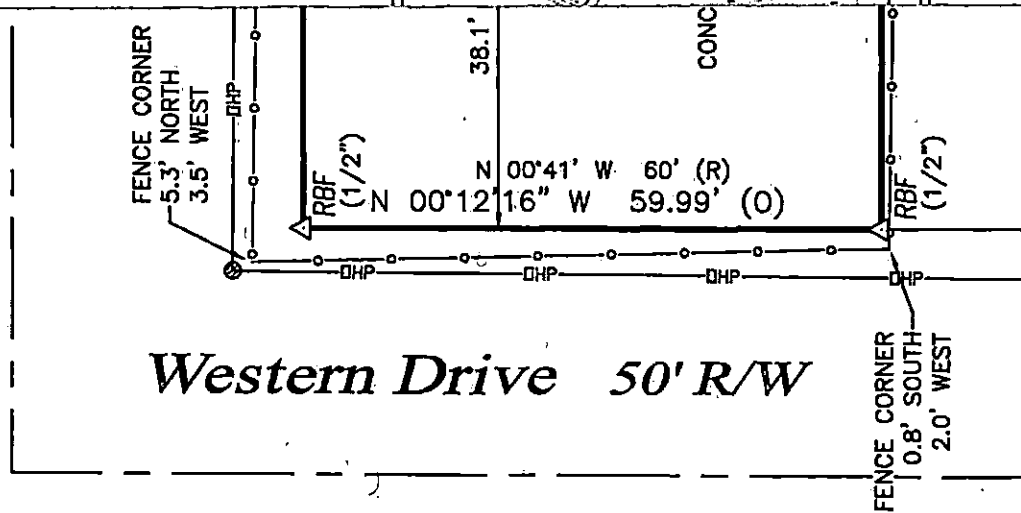
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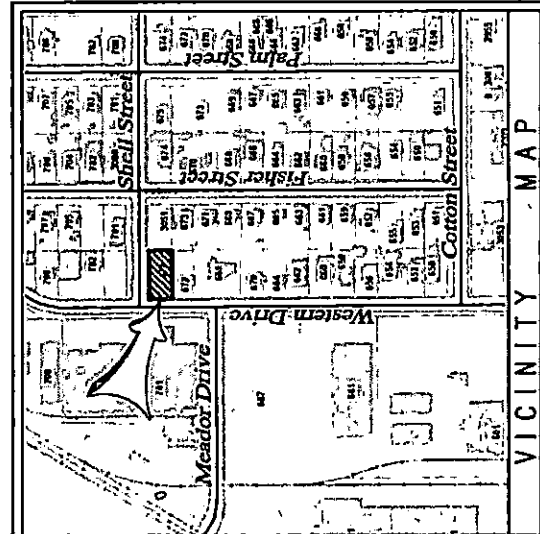
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EXISTING I-1 ZONING



VICINITY MAP

ZONE B-1 TO B-3
PARTNERS, LLC
WESTERN DRIVE

LOT 250, REVISION
PAGES 66-67
BYRD & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING
MILL ROAD
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 11, 2024
= 20'



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 9/11/2024

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

REZONING OF 674 WESTERN DRIVE

Neighborhood Meeting Date: SEPT. 9, 2024

Neighborhood Meeting Time: 4:15 PM

Neighborhood Meeting Location: BETHESDA CHRISTIAN CENTER 550 WESTERN DRIVE

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Kari Givens
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

x Kari P. Givens Date: 9/11/24

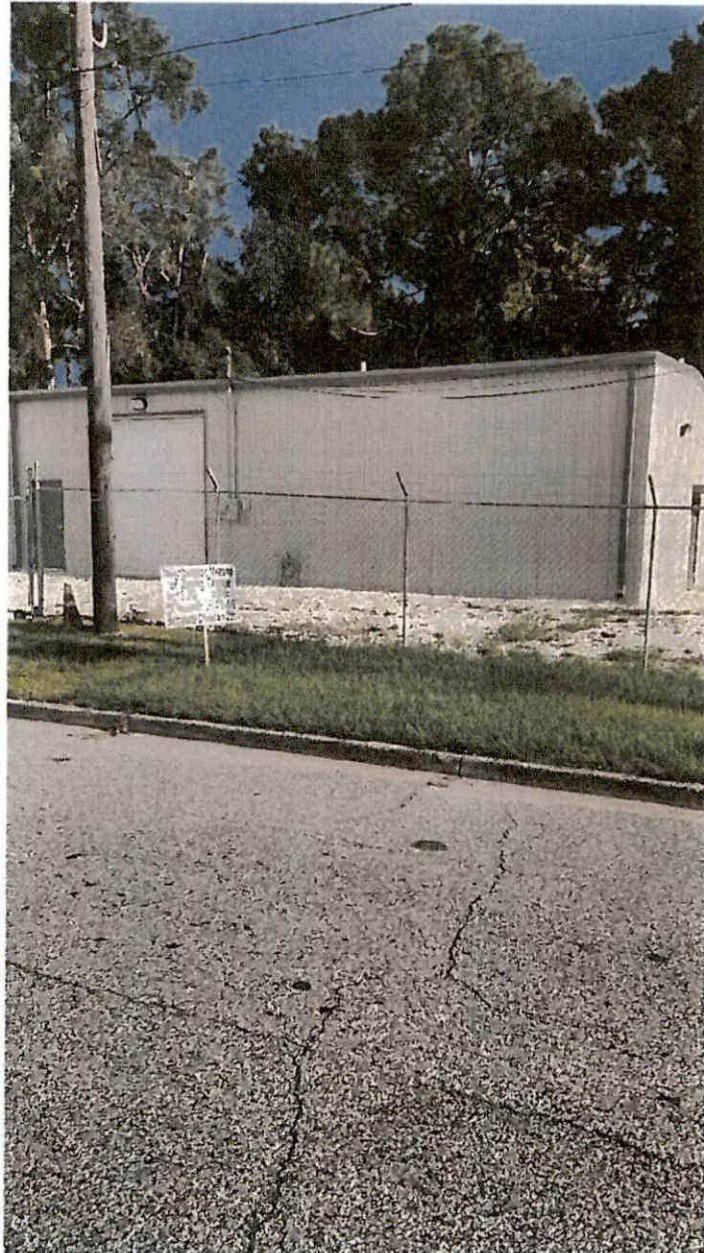
All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.



08/27/24



08/27/24



08/27/24



08/27/24

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

C & R Partners, LLC
3904 Camellia Drive
Mobile, AL 36693

Dorothy S. Deihs
3058 Northwest Drive
Mobile, AL 36607

YRT Investments, LLC
169 Dauphin St., Suite 318
Mobile, AL 36602

McCorquodale & McLaurin, LLC
2714 2nd Avenue N.
Birmingham, AL 35203

UNIVAR USA, Inc.
Attn: Ashley Lydon
3075 Highland Pkwy, Suite 200
Downers Grove, IL 60515

Cinted Corporation
4940 Cape Coral Drive
Dallas, TX 75287

Roberts Family LP
3664 Dauphin Street
Mobile, AL 36608

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2814 Government Blvd.
Mobile, AL 36606

Ollie D. Boykin
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Mobile, AL 36607

C and H Property Group, LLC
P. O. Box 2152
Mobile, AL 36652

Julia L. Catrett
668 Western Drive
Mobile, AL 36607

Jeffery & Tracy Edwards
670 Western Drive
Mobile, AL 36607

ALMALOUF, LLC
1060 Highway 90 Drive
Mobile, AL 36693

Rhodes Properties, LLC
c/o Lowery Rhodes
P. O. Box 81686
Mobile, AL 36689

Carrie W. Snowden
c/o Brenda English
711 Fisher Street
Mobile, AL 36607

Freddie & Lettie Cooley
6505 Meadow Lakes Drive
North Richland Hills, TX 76180

Asonia V. Smith
705 Fisher Street
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Elisha & Bettie Rembert
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3051 Shell Street
Mobile, AL 36607

Bessie Johnson
673 Fisher Street
Mobile, AL 36607

Andrews J. Williams, Jr.
5567 Briarfield Lane
Mobile, AL 36693

Onie F. Cook, Jr.
669 Fisher Street
Mobile, AL 36607

Michael & Cynthia Maddox
667 Fisher Street
Mobile, AL 36607

Washington Callier & Washonda
Robinson
665 Fisher Street
Mobile, AL 36607

Rollie & Naughne Kiel
663 Fisher Street
Mobile, AL 36607

Milton & Mary Simmons
706 Fisher Street
Mobile, AL 36607

Catherine Davis
c/o Gwennetta Luckett
213 Tylertown Road
Clarksville, TN 37040

Elisha & Bettie Rembert, Jr.
702 Fisher Street
Mobile, AL 36607

Cassie Girby Perkins, Trustee
3008 Shell Street
Mobile, AL 36607



Robert & Alica McCall
674 Fisher Street
Mobile, AL 36607



Delfrey Love
670 Fisher Street
Mobile, AL 36607

James L. Spears, Sr.
668 Fisher Street
Mobile, AL 36607

Marshell & Dianne Kilpatrick
666 Fisher Street
Mobile, AL 36607

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

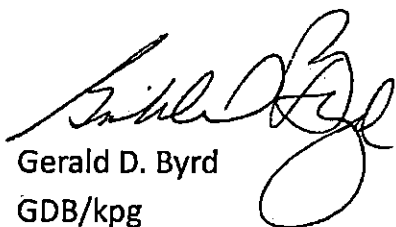
August 27, 2024

Dear Neighbor,

The owners of 674 Western Drive are proposing to rezone the property from B-1 to B-3 for the purpose of allowing an automotive body repair shop to locate in the building. The owner of the repair shop concentrates his business on small insurance repair jobs (i.e. repair dents, sand, paint, and buff, window glass replacement, upholstery repair, etc.). There are no planned improvements or additions to the building, drives, or parking areas.

These plans will be further explained at a neighborhood meeting to be held at the Bethesda Christian Center, 550 Western Drive at 4:15 p.m. on September 9, 2024.

Sincerely,


Gerald D. Byrd
GDB/kpg

Neighborhood Meeting Sign-In Sheet

Date: SEPT. 9 2024

Applicant: _____

BETHESDA CHRISTIAN CENTER

Meeting Location: 550 WESTERN DR.

Application(s): _____

Name: DARLENE Thomas Email: Darlenethomas@gmail.com
Address: 56 Macks Street Phone: 251-303-3626

Name: Patricia Roland Email: _____
Address: 701 Fisher Street Phone: (251) 476-9199

Name: Richard Henderson Email: _____
Address: P.O. Box 2152 Phone: 251-751-2257

Name: Mittie Benion Email: mittiebenions@yahoo.com
Address: 280 S Gray Ct Phone: 251 367 9688

Name: Sermaine Jones Email: auter1@gmail.com
Address: 1262 Peabody Dr. Phone: (251) 264-4207

Name: Sylvia Walker Email: sylviawalker59@yahoo.com
Address: 1450 Fisher St 36609 Phone: 251-605-8971

Name: BRIND FRANKLIN Email: LAKERMAN312GMAIL.COM
Address: 664 Rice St Phone: (251) 361-6654

Name: Chivern N Sampson Email: Chivernhoney@gmail.com
Address: 2673 McKinney St. Phone: (251) 513-1631

MINUTES FOR NEIGHBORHOOD MEETING FOR REZONING 674 WESTERN DRIVE

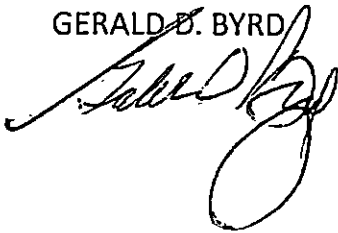
ON SEPTEMBER 9, 2024, A NEIGHBORHOOD MEETING WAS HELD AT BETHESDA CHRISTIAN CENTER, 550 WESTERN DRIVE, TO DISCUSS THE PROPOSED REZONING FOR 674 WESTERN DRIVE. THE MEETING WAS SCHEDULED TO BEGIN AT 4:15 P.M. BUT WAS ACTUALLY STARTED AT 4:20 P.M. TO ALLOW EXTRA TIME FOR PEOPLE TO ARRIVE. THERE WERE 10 PEOPLE IN ATTENDANCE WHICH INCLUDED THE PROSPECTIVE TENANT, THE OWNER (PETE RIEHM), AND MYSELF.

WE EXPLAINED THE PROPOSED USE OF THE PROPERTY WHICH WAS FOLLOWED BY QUESTIONS FROM THE AUDIENCE AND ANSWERS FROM THE OWNER AND TENANT. I EXPLAINED THE REST OF THE REZONING PROCEDURE I.E. APPLICATION, PLANNING COMMISSION MEETING, AND CITY COUNCIL.

BEING NO FURTHER QUESTIONS, THE MEETING WAS ADJOURNED AT 4:45 P.M.

RESPECTFULLY SUBMITTED,

GERALD D. BYRD

A handwritten signature in black ink, appearing to read 'Gerald D. Byrd', written over the printed name.

Byrd Surveying

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Michael & Cynthia Maddox
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Washington Callier & Washonda
Robinson
665 Fisher Street
Mobile, AL 36607

Rollie & Naughne Kiel
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706 Fisher Street
Mobile, AL 36607

Catherine Davis
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213 Tylertown Road
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668 Fisher Street
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THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Will not adversely impact neighboring properties; and
 - (4) Will not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

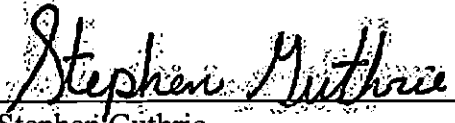
1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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



Agenda Item # 7

ZON-UDC-003084-2024

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration](#)

DETAILS

Location:

674 Western Drive

Applicant / Agent:

C & R Partners, LLC

Property Owner:

Pete Riehm, C & R Partners, LLC

Current Zoning:

B-1, Buffer Business Suburban District

Proposed Zoning:

B-3, Community Business Suburban District

Future Land Use:

Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-1 Suburban to B-3 Suburban
- **Note:**
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by industrial units to the west and residential units to the east.

APPLICATION NUMBER	7	DATE	October 17, 2024
APPLICANT	C & R Partners, LLC		
REQUEST	Rezoning from B-1 to B-3		



SITE HISTORY

The site was originally part of the Revision and Extension to Liberty Park Subdivision, the plat for which was recorded in Mobile County Probate Court in February 1943.

The Board of Zoning Adjustment approved Use, Side Yard Setback, and Rear Yard Setbacks variances in January 1974 to facilitate construction of the existing commercial warehouse on residentially zoned property with reduced side and rear yard setbacks.

Rezoning of multiple properties along Western Drive, including the subject site, from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its October 7, 1980 meeting. That rezoning application was based upon a study by Planning staff, at the request of the Board of Zoning Adjustment, and was approved by the Planning Commission.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is requesting to rezone the subject site from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District to facilitate use of the property as an automotive body repair shop. A detailed description and justification of the request can be viewed using the link on Page 1 of this report.

The site is adjacent to properties zoned B-1 Suburban to the North and South; R-1 Suburban to the East; and I-1 to the West. The predominant land uses in the area are residential, with the exception of the industrial warehousing and distribution uses within the nearby I-1 zoned districts. There are various office uses within the B-1 zoned portions of the neighborhood, as well as a church. There is one (1) B-2 Suburban-zoned property along Western Drive, the rezoning for which was originally denied by the Planning Commission, but approved by City Council in 2014. The only B-3 zoned property along Western Drive is located at its Northeast intersection with Moffett Road, over one-half (1/2) mile South of the subject site.

As previously stated, the 1980 rezoning was initiated at the request of the Board of Zoning Adjustment due to the large number of Use Variance requests along Western Drive. Planning staff suggested that B-1, Buffer Business District, would be an appropriate transitional zoning district due to the numerous residences that are located in the area.

The applicant has not provided evidence that rezoning of the property to a higher zoning classification is supported by any of the criteria used to justify amendments to the zoning map. To the contrary, rezoning of the site would create a situation of "spot-zoning" that would facilitate a use of the property that is generally incompatible with the surrounding neighborhood and the abutting residential uses. Moreover, this site has been given a Mixed Density Residential future land use designation, which indicates residential development should be supported. As such, rezoning of the site may also be incompatible with the Future Land Use Map.

It should be noted that the Use Variance approved by the Board of Zoning Adjustment in 1974 allowing use of the property as a warehouse remains in effect as long as the site meets the conditions of variance approval, as stipulated by the Board at that time. Such a use is allowed by right in a B-3 zoning district if the warehouse is less than 40,000 square feet. If the development has not had a negative impact on the surrounding neighborhood since 1974, it may suggest that rezoning of the site to B-3 may be appropriate depending on the circumstances that facilitated approval of the Variance (such as development trends at that time). In this context, the

Commission should review the applicable criteria for rezoning approval to determine if the site meets any of the conditions that would justify the rezoning.

The Business License history of the site indicates use by various contractors – electrical, mechanical, and general.

The site plan provided with the rezoning application depicts the existing development. No changes to the site are proposed with the rezoning; however, if approved, protection buffers compliant with the applicable standards of the Unified Development Code (UDC) should be required where the site adjoins residentially used property to the East and West. If rezoning of the property is approved, any future development or redevelopment of the property will require full compliance with the applicable provisions of the UDC.

Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

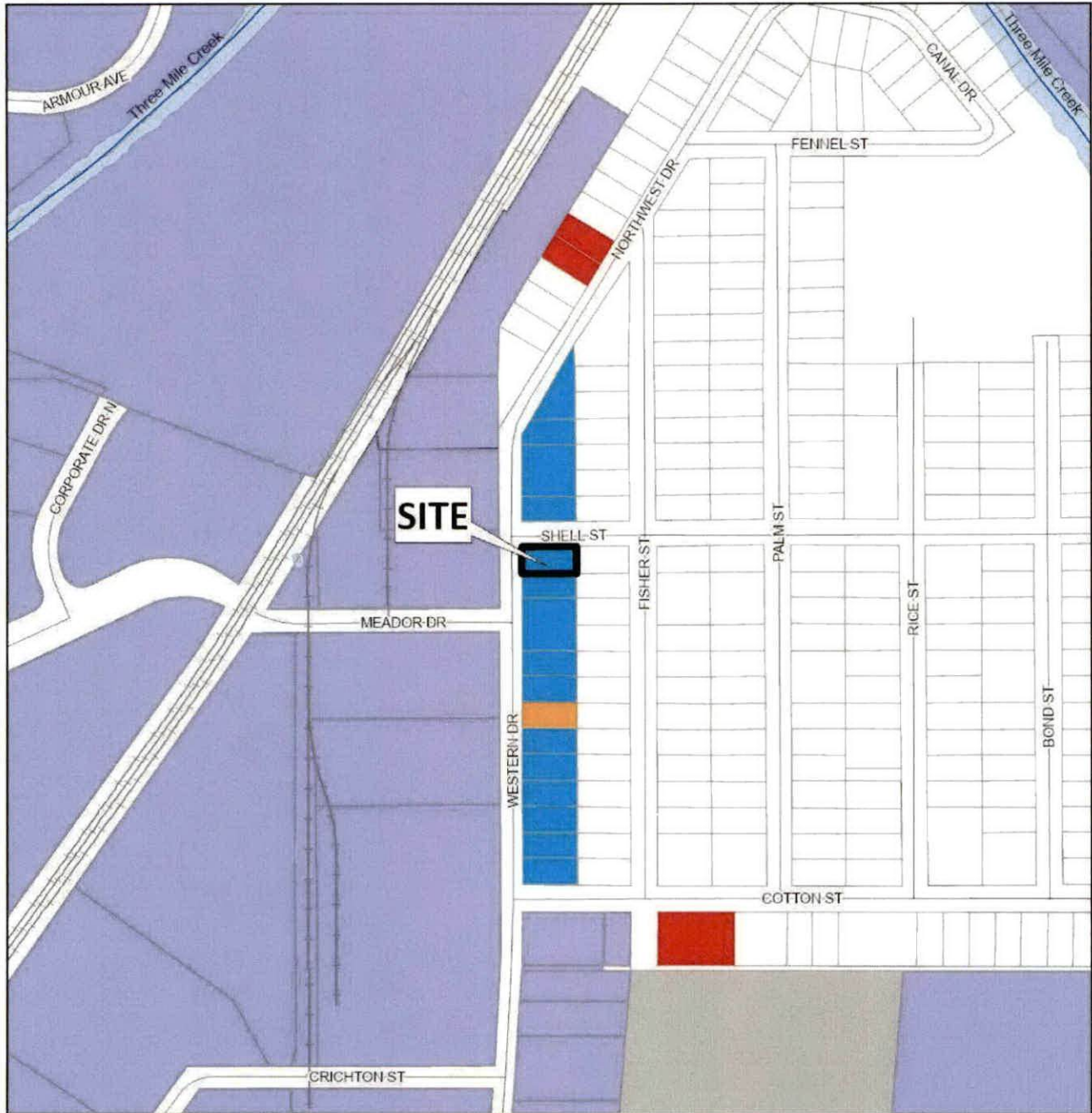
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following conditions could apply:

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER	7	DATE	October 17, 2024
APPLICANT	C & R Partners, LLC		
REQUEST	Rezoning from B-1 to B-3		



FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units to the west and residential units to the east.

APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

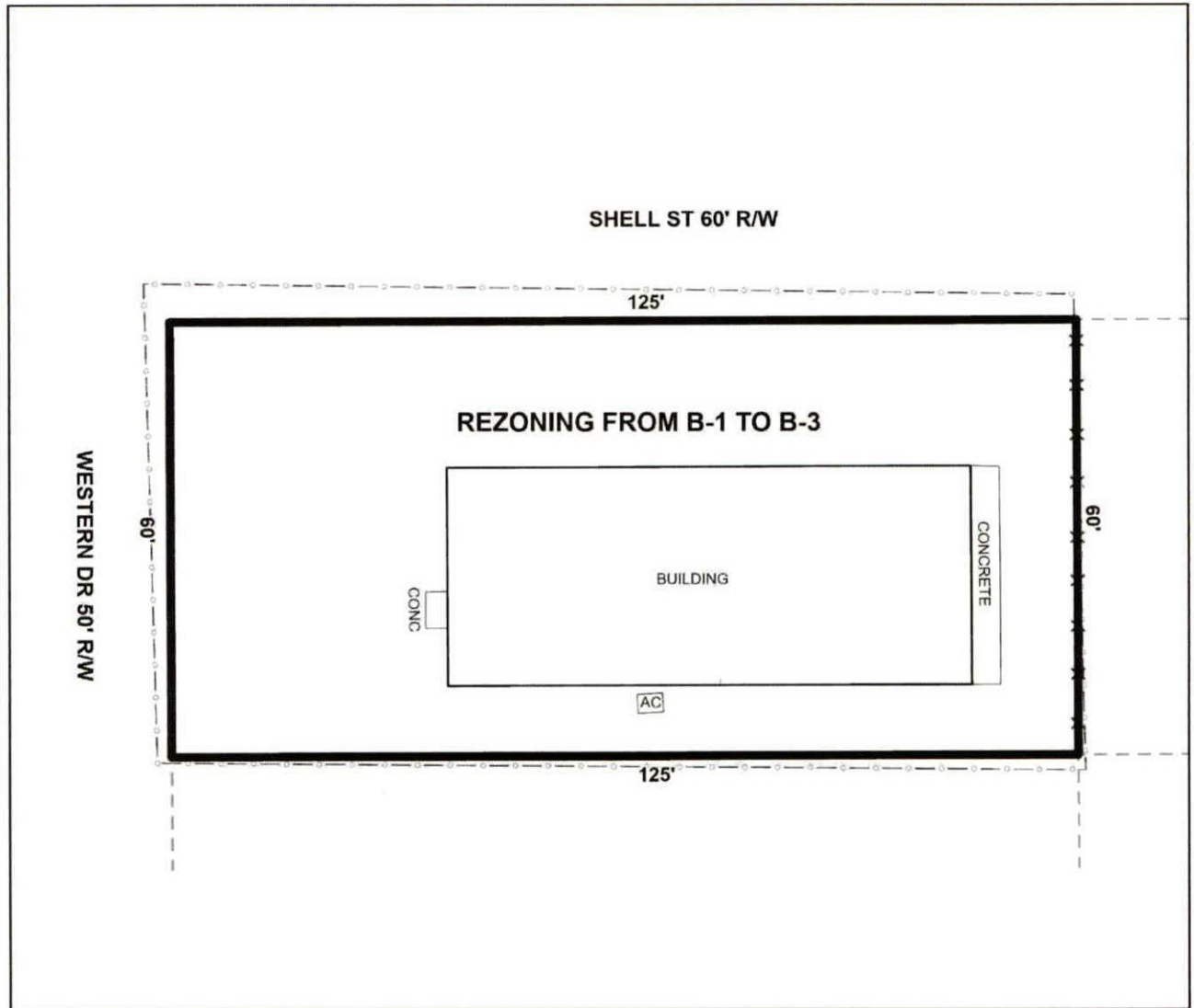
REQUEST Rezoning from B-1 to B-3

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5,2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



NTS

SITE PLAN



The site plan illustrates the existing building and fencing.

APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3



ZONING DISTRICT CORRESPONDENCE MATRIX			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3					■				■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	□	□
HEAVY INDUSTRY	I-2											■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.