



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, November 12, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Patricia Evans, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

November 5, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. PUBLIC HEARINGS

Public hearing to consider the modification of a previously approved Planning

Approval for property located at 1 Hardwood Lane (District 2).

Public hearing to consider modification of a previously approved Planned Unit Development for property located at 1 Hardwood Lane (District 2).

Public hearing to consider rezoning property located at 6950 Moffett Road from LB-2 to R-1 (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

James Walker - Comments about the City towing vehicles from private property.

John Robb - Concerns about the Mobile Tree Commission's fiscal integrity, transparency, and inclusiveness.

John Young - To inform the Council about "Men United Against Violence" Fall Campaign.

11. CONSENT RESOLUTIONS HELD OVER

40-870 Declare the structure at 505 Chin Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

12. RESOLUTIONS HELD OVER

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.).

13. ORDINANCES BEING INTRODUCED

64-057 Consider the modification of a previously approved Planning Approval for property located at 1 Hardwood Lane (sponsored by Councilmember Carroll).

64-058 Consider modification of a previously approved Planned Unit Development for property located at 1 Hardwood Lane (sponsored by Councilmember Carroll).

64-059 Consider rezoning property located at 6950 Moffett Road from LB-2 to R-1 (sponsored by Councilmember Gregory).

88-060 Authorize the conveyance of City-owned property located at 5842 (aka 5850) Carol Plantation Road, Theodore, Alabama 36582 not now needed for public or municipal purposes (sponsored by Mayor Stimpson) (submitted by

Carleen Stout-Clark, REAM).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-1062 Concur in the re-appointment of Edward Menton to Place #3, on the Mobile County Racing Commission (sponsored by City Council)

03-1063 Appoint Emanuel Roberts and Matt Singleton to the City of Mobile, Alabama Police and Firefighters Retirement Plan Board (sponsored by Councilmembers Carroll and Gregory)

03-1064 Appoint Mable Maye to the Mobile Housing Authority Board (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1065 Appoint Jeffery Carter to the Mobile Housing Authority Board (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

09-1066 Transfer District 2 Discretionary funds to Parks & Recreation Department for Harvest Giveaway (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

09-1067 Transfer District 2 Discretionary funds to Mobile Parks & Recreation to assist with the Melvin Showers, Sr. repast (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

37-1068 Recommend approval to the ABC for a Retail Beer/Table Wine (Off Premises Only) License to Brothers Foodmart; 1051 Dauphin Island Parkway (sponsored by Councilmember Small).

60-1069 Determine an appropriation to The Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.)

60-1070 Determine an appropriation to The Child Advocacy Center, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.)

60-1071 Determine an appropriation to Senior Citizens Services, Inc., dba Via Community Center, serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.)

60-1072 Determine an appropriation to Just 4 Development Laboratory serves a public purpose and approve payment (sponsored by Councilmember Penn)

(submitted by Donna Bryars, Accounting Dept.)

60-1073 Determine an appropriation to The Toulminville Rattlers Sports serves a public purpose and approve payment (sponsored by Councilmember Penn)

(submitted by Donna Bryars, Accounting Dept.)

60-1074 Determine an appropriation to The Toulminville Rattlers Sports serves a public purpose and approve payment (sponsored by Councilmember Penn)

(submitted by Donna Bryars, Accounting Dept.)

60-1075 Determine an appropriation to Trinity Gardens Community Civic Club serves a public purpose and approve payment (sponsored by Councilmember Penn)

(submitted by Donna Bryars, Accounting Dept.).

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(submitted by Donna Bryars, Accounting Dept.).

60-1077 Determine an appropriation to John L. LeFlore Magnet High School serves a public purpose and approve payment (sponsored by Councilmember Penn)

(submitted by Donna Bryars, Accounting Dept.).

60-1078 Determine an appropriation to Chastang-Fournier K-8 School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1079 Determine an appropriation to Indeed We Kare serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1080 Determine an appropriation to the Toulminville LeFlore Alumni Association serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1081 Determine an appropriation to Secret Scientist Clothing, LLC serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1082 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1083 Determine an appropriation to Senior Citizens Services, Inc. dba Via Community Center serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1084 Determine an appropriation to DeToni Square Neighborhood Association serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1085 Determine an appropriation to Murphy High School serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting, Dept.).

60-1086 Determine an appropriation to Family Counseling Center of Mobile, Inc., dba Lifelines Counseling Services serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1087 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1088 Determine an appropriation to Secret Scientist Clothing, LLC serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1089 Determine an appropriation to Secret Scientist Clothing, LLC serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1090 Determine an appropriation to Southwest Mobile County Chamber Foundation serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1091 Determine an appropriation to Marching Cougar Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-1092 Determine an appropriation to The Child Advocacy Center, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1093 Determine an appropriation to Family Counseling Center of Mobile, Inc., dba

Lifelines Counseling Services serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1094 Determine an appropriation to The Community Foundation of South Alabama serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1095 Determine an appropriation to CC's Classic Catering, LLC serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1096 Determine an appropriation to Orchard Elementary School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1097 Determine an appropriation to The Child Advocacy Center, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1098 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1099 Determine an appropriation to Playhouse In The Park, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

01-1100 Authorize agreement with Aeiker Construction Corporation for a new splashpad at Laun Park; \$286,990.00 (sponsored by Mayor Stimpson and Councilmember Reynolds) (submitted by Cassie Boatwright, REAM).

01-1101 Authorize agreement with JPayne Organization, LLC for dugout improvements at Harmon Park; \$38,240.00 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Cassie Boatwright, REAM).

08-1102 Approve purchase order to Gametime for new playground equipment for Figures Park; \$598,995.37 (sponsored by Mayor Stimpson and Councilmember Penn) (submitted by John Paine, Purchasing Dept.).

21-1103 Authorize contract with International Cybernetics Company, LP for 2025 CIP Citywide Street Assessment; \$280,000.00 (sponsored by Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-1104 Authorize Addendum 2 to agreement with Tillman's Corner Veterinary Hospital for Animal Services; NTE \$300,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1105 Approve purchase order to Sansom Equipment Company, Inc. for knuckle boom loaders for Trash Department; \$902,416.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1106 Approve purchase order to North American Fire Equipment Company, Inc. for Holmatro extraction tools and accessories for MFRD; \$526,690.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1107 Authorize service contract with Pot-O-Gold Rentals, LLC for portable toilets at various City of Mobile facilities; \$24,000.00 per year (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

21-1108 Authorize contract with ArborMetrics Solutions, LLC for professional arborist staffing for Urban Forestry; NTE \$300,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1109 Authorize Change Order No. 1 with E. Cornell Malone, Corporation for roof replacement at the Western Administration Building; \$22,638.48 (sponsored by Mayor Stimpson and Councilmember Gregory) (submitted by Cassie Boatwright, REAM).

21-1110 Authorize contract with Sain Associates for ADA Transition Plan updates; NTE \$150,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

31-1111 Authorize the Mayor to apply, accept, and receive a grant from the Mobile Urbanized Area Transportation Alternatives Program (TAP) to construct two projects (20% local match) (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

40-1112 Authorize the Purchase and Sale Agreement and accept the deed, from

Robert Sean Coley for vacant land on 519 Bay Bridge Road (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Carleen Stout-Clark, REAM.).

01-1113 Authorize Intergovernmental Agreement with Mobile County Commission for renovations to a recreational area for public use at 1303 Dr. Martin Luther King, Jr. Avenue; \$500,000.00 (sponsored by Councilmember Carroll) (submitted by Paul Carbo, Jr. Council Attorney).

17. ANNOUNCEMENTS



CITY CLERK'S OFFICE
2024 OCT 30 PM 2:24

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: JAMES D. WALKER Date: 10/30/24
Address: 602 CHURCH STREET Chateau 21.
Phone: 251-217-1683 Email: LOOKING FOR A CHATEAU 21 HOMES
Date to Address City Council: NOVEMBER 5, TH 2024 Gmail.
Subject and/or specific questions (must complete):

CITY TOWARD UNACCLAS OF PRIVATE PROPERTY

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

Equal and fair ENFORCEMENT -

Signature: _____

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: John Robb

Date To Address Council: 2024-11-05/12

Address: 308 Wacker Lane North

Email: john.robb102@yahoo.com

Phone: 2516059710

Subject And Specific Questions: Friends of Mobile Trees' serious concern about the Mobile Tree Commission's fiscal integrity, transparency and inclusiveness

Pertain To City Business: Propriety of funds appropriated from the City Tree Bank

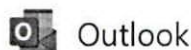
Signature: John Robb

Signature Verify: X

Agree: X

Date Submitted: 2024-10-30 15:44:15

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



11/12 mte

Re: CityofMobile.org: Addressing City Council Submission

From John Robb <john.rob主102@yahoo.com>**Date** Thu 10/31/2024 9:30 AM**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.

This is to confirm moving our request for FOMT to November 12, 2024

Thank you

John Robb, President
Friends of Mobile Trees
251-605-9710
john.rob主102@yahoo.com

Yahoo Mail: Search, Organize, Conquer

On Thu, Oct 31, 2024 at 9:22 AM, City Clerk
<cityclerk@cityofmobile.org> wrote:

Good morning,

Please confirm moving your request to November 12, 2024.

Kindly,

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

Sent: Wednesday, October 30, 2024 3:44 PM

To: City Clerk <cityclerk@cityofmobile.org>

Subject: CityofMobile.org: Addressing City Council Submission



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Wed 11/6/2024 3:40 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: John C. Young

Date To Address Council: 2024-11-12

Address: 4261 Sulin Ct.

Email: jyhere2stay@yahoo.com

Phone: 2515134179

Subject And Specific Questions: Men United Against Violence Fall Campaign

Pertain To City Business: Announcing our ongoing efforts to alleviate violent crime in our city through stronger families.

Signature: John Carlos Carlos Young

Signature Verify: X

Agree: X

Date Submitted: 2024-11-06 15:40:33

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 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:

Lana Gauthier

Lana Gauthier

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 10/21/2024	BID NO. 5909	DEPARTMENT Various	Commodities to be delivered F.O.B. Mobile to: As Specified
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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 purchase. In the 2024 fiscal year, the City purchased approximately 59,000 gallons of #2 Diesel in small load quantities. 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.
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: 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 .00214 (Oil Spill) TOTAL .04264 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.					
			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 22 of 822

Page_____ of _____

Page 23 of 822

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 12, 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:

Lana Gauthier

Lana Gauthier

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**.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. **The right** is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the **interest of** the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. **PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.**
10. **BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.**
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For **Business License** inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. **IF** a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of **five (5) Percent** of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are **solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.** See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors **must** be able to provide the following **upon request**. Federal W-9 **form**, proof of registration in the E-Verify program, and Certificate of Authority to **do** business in **Alabama/Registration with the Alabama Secretary of State** within **24 hours of request**.
22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), **except** federally funded grants.
23. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR part 60, all contracts that **meet** the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 **must** include the **equal opportunity** clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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																					
	AL Trust Fund	.012																					
	Oil Spill Tax	.00214																					
	Fed Lust	.001																					
	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 35 of 822

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5					
	<u>3rd Precinct</u> <u>2165 St. Stephens Rd., Mobile, AL 36617</u> 1 Ea. 4,000 Gallon Tank (Unleaded, above ground, Bobtail Delivery only)					
	<u>Langan Park</u> <u>4901 Museum Dr., Mobile, AL 36608</u> 1 Ea. 10,000 Gallon Tank (Unleaded, above ground)					
	<u>4th Precinct</u> <u>8080 Airport Blvd., Mobile, AL 36608</u> 1 Ea. 10,000 Gallon Tank (Unleaded, above ground)					
	<u>The Wave Transit</u> <u>1224 West I-65 Svc. Rd., S., Mobile, AL 36606</u> 1 Ea. 1,200 Gallon Tank (Unleaded, above ground)					
	The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.					
	State any special conditions or ordering instructions:					
	No Bid Bond is required.					
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ .					
	If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
	Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx .					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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			

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 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 the typed name.

John Paine
Purchasing Agent
City of Mobile

JP/en



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 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:

Lana Gauthier

Lana Gauthier

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
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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
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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	69300.00000	69300.00
Additional Description Notes	EACH		

- 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
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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
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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 12, 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:

Lana Gauthier

Lana Gauthier

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

Date Ordered	Vendor Number	Date Required	Ship 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
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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
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2851 OLD SHELL ROAD

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

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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

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Deliver To
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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
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KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
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	G1 FACE PIECE 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 G1 CYLINDER 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 competed 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 12, 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:

Lana Gauthier

Lana Gauthier

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	25520.00	375341.07
SOFTWARE COSTS		

***** 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: 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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 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:

Lana Gauthier

Lana Gauthier

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
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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
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1	1000.10.23.5000.5000.5000.0000.0000.42115.			14187.00
---	--	--	--	----------

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
---	--

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 12, 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:

Lana Gauthier

Lana Gauthier

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
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Page 1

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
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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
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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
	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 12, 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:

Lana Gauthier

Lana Gauthier

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

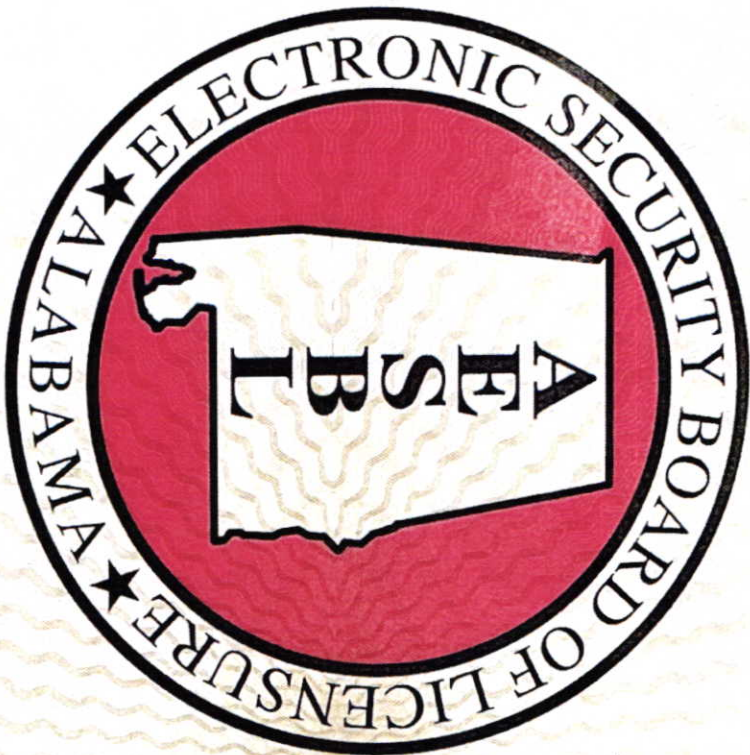
PROTECVIDE0 LLC
MURPHY, JOHN
PO BOX 25
STOCKTON, AL 36579

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 ☐ PROJECT ☐ 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)
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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 12, 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:

Lana Gauthier

Lana Gauthier

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 office 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 12, 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:

Lana Gauthier

Lana Gauthier

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.


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.

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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

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 *End 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)

(Print)

ATTEST:

(Signature)

(Print)

ITS: _____

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 Jr (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

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.

- 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. 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 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.

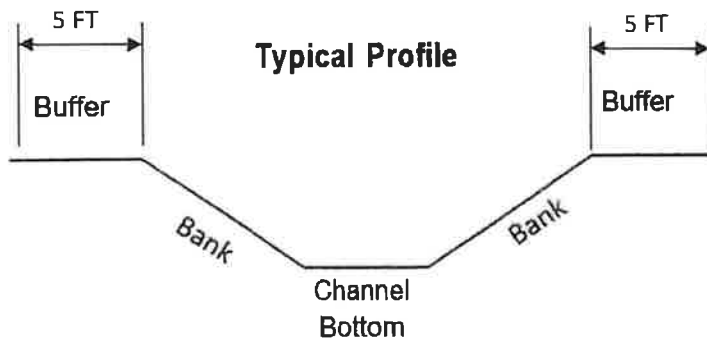
8. PAYMENT:

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



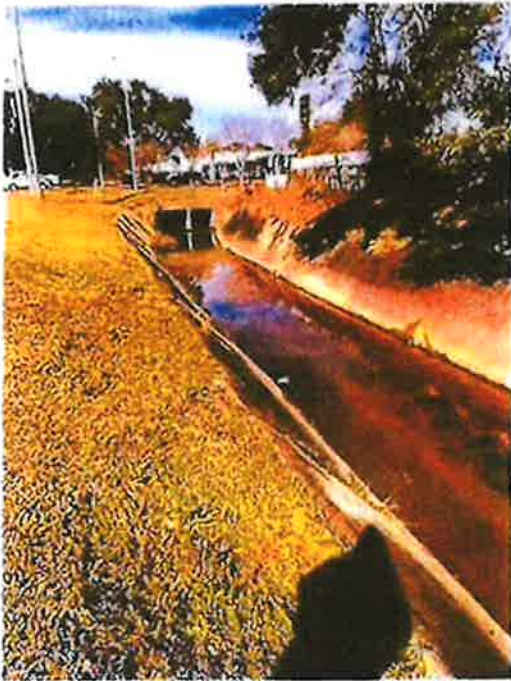
Slope and Bank Obstructions



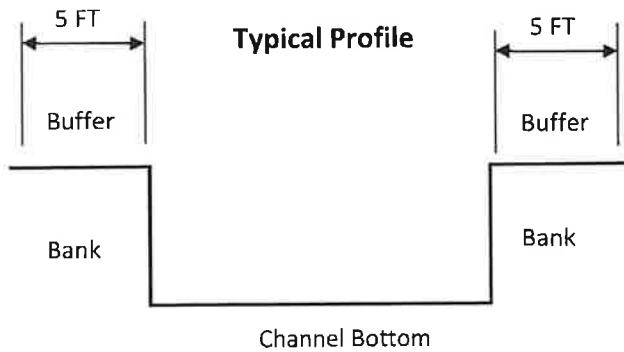
Trapezoidal Concrete Ditch Maintenance Standards

(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.

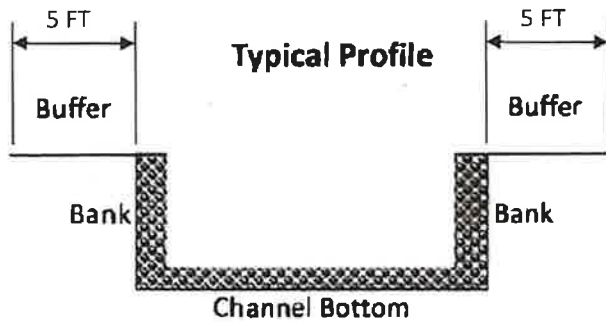


BEFORE



AFTER

Gabion Ditch Maintenance Standards



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

Examples of Typical Conditions Before Maintenance

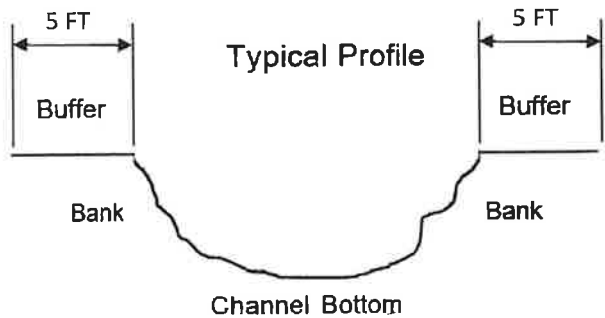
Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.



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)

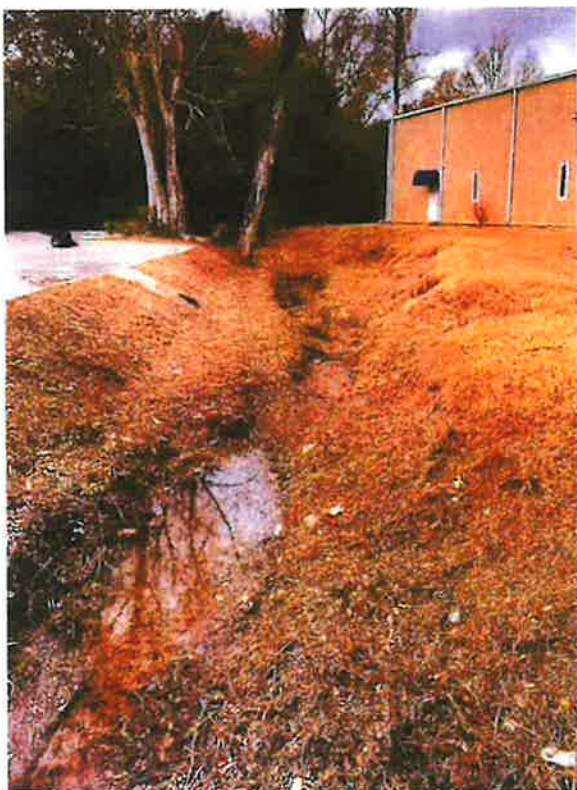


BEFORE

AFTER



Earthen Ditch Expected Condition After Maintenance Examples:



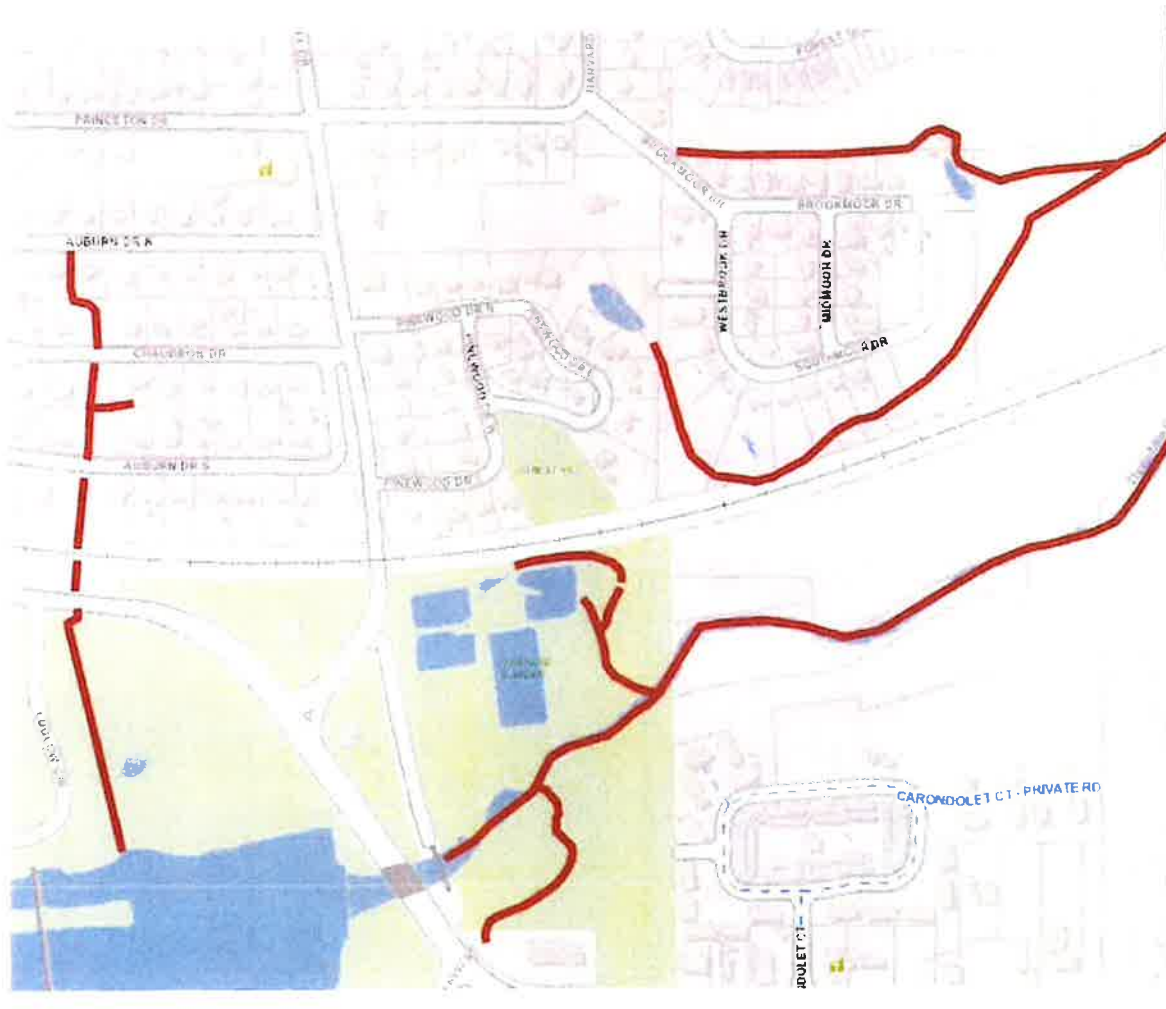
ATTACHMENT “A”

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.)



MATCH LINE - SEE NEXT SHEET

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. (N/D) (W/D)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					MADE TO PERIOD ☐ PERIOD ☐ (Ea occurrence)
						MED. EXP. (Any one person) \$
						PERSONAL & ADV. INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LMT APPLIES PER					PRODUCTS - COMP. EP AGG \$
	POLICY ☐ PROJECT ☐ LOC ☐					\$
	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					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED. ☐ RETENTION ☐					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTHER ☐
	ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				\$ L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$ L DISEASE - EA EMPLOYEE \$
						\$ 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		



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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ACORD 25 (2016/03)

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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.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	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 <u>22</u> Female <u>2</u> Minority <u>23</u> Non-minority <u>1</u> SDVO <u>1</u>
Total # of Employees	<u>24</u>

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: Architectures@nyprocure.org
251.298.7967
205 Government Street, 5th Floor

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: archibutek.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	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: _____

(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

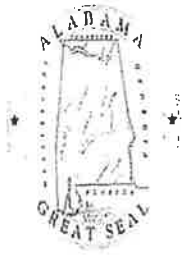
Issuance Date:

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.

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)



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:
U
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.,

19th day of **August, 2024**

Michael B. Tice

SECRETARY-TREASURER

Charles P. Cook

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 12, 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:

Lana Gauthier

Lana Gauthier

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.

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ADDENDUM NO. 2

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.

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: *Type Name* (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

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.

Andrew Rose

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

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)

NGM Insurance Company
(Surety sign here) (Corporate name)

BY: Charles E. Carper, IV
(Signature)

(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 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.

CITY OF MOBILE

BY: _____

ITS MAYOR

(Print)

ATTEST:

BY: _____

CITY CLERK

(Print)

CONTRACTOR:

Ernest Hughes Sr.

AN INDIVIDUAL

Ernest Hughes Sr. (Print)

WITNESSES:

Ernest Hughes Sr.

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.

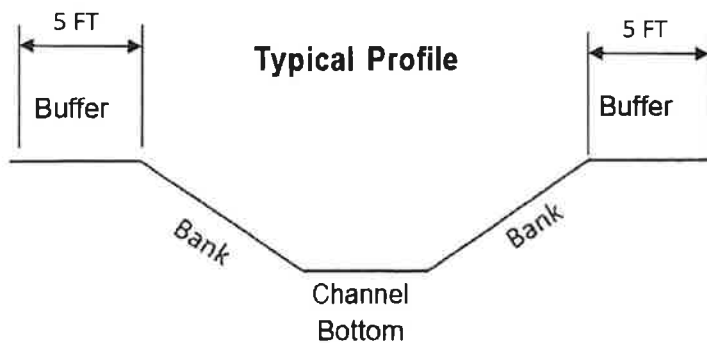
8. PAYMENT:

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

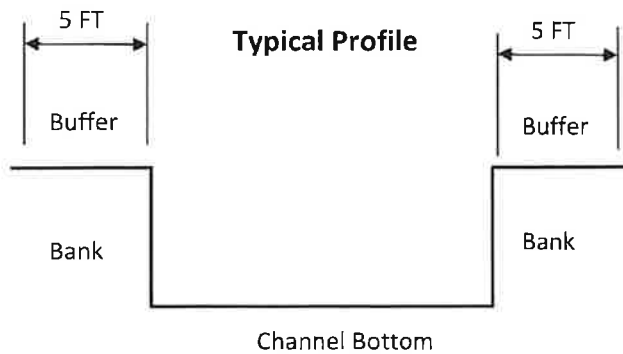


Trapezoidal Concrete Ditch Maintenance Standards (Continued)

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.*

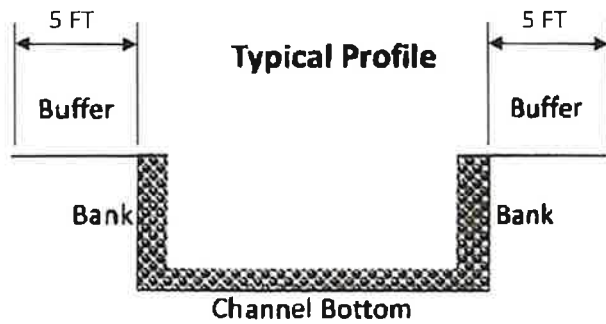


BEFORE



AFTER

Gabion Ditch Maintenance Standards



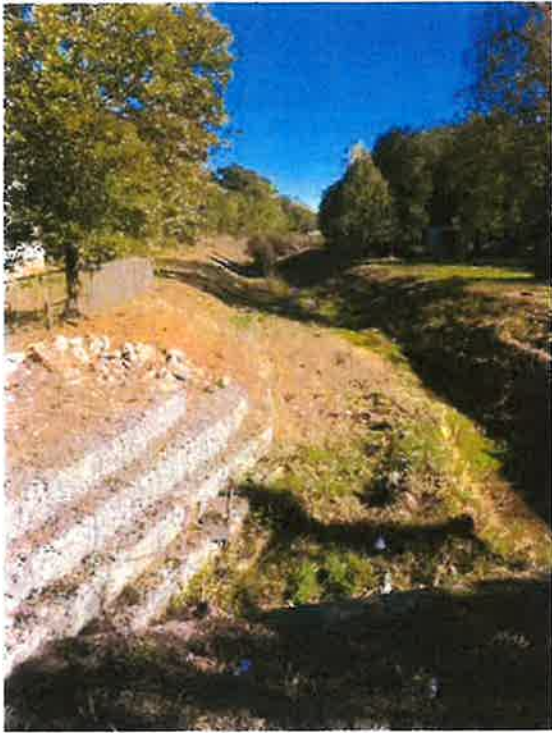
Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Examples of Typical Conditions Before Maintenance

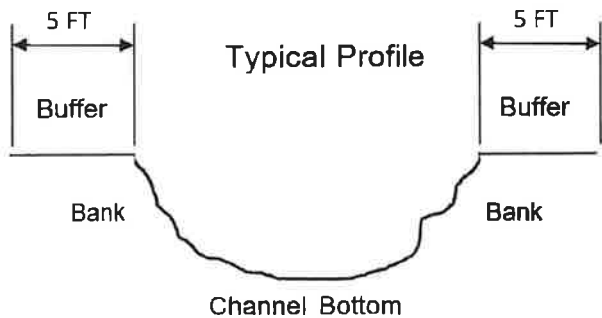
Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.



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)

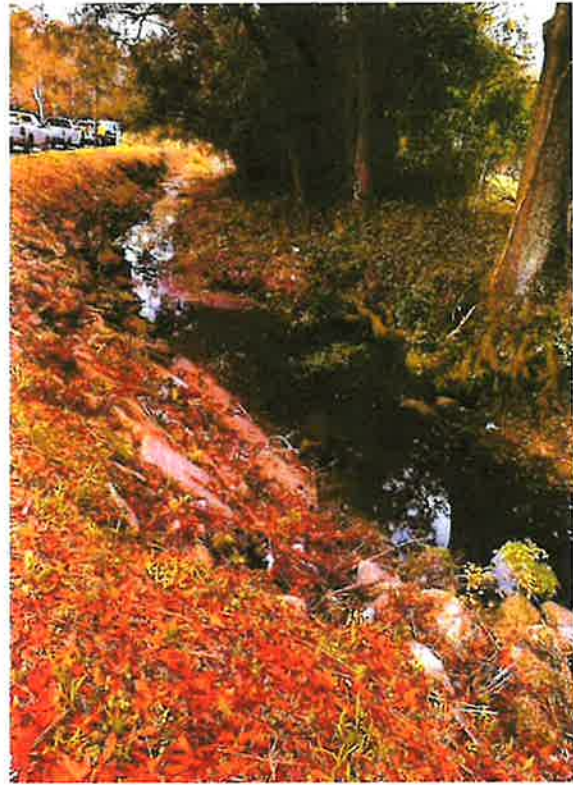


BEFORE

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 & ADV INJURY \$
		GEN'L 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					EACH OCCURRENCE \$
		EXCESS LIAB					AGGREGATE \$
		DED ☐ RETENTIONS ☐					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTHER ☐
		ANY PROPRIETOR, PARTNER, EXECUTIVE, OFFICER, MEMBER EXCLUDED (Mandatory in NH)	Y/N ☐	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)

The ACORD name and logo are registered marks of ACORD



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: c.cooper@thomins.com ADDRESS: c.cooper@thomins.com
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: 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 ☒ PROJECT ☒ 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 ☒ OCCUR ☐ 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 ☐ 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

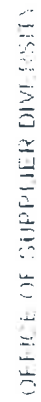
The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Ernest Hughes Jr. Title: Owner

Email: ernestjr@hughes360services.com Phone: 251-510-3772

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.
 Web site: www.sosillinois.com/mobile.asp
 251.208.7967
 205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Please Print Company Name	Hughes-360-Services-LLC-
Your Bid/Proposal Amount \$	<u>230,000.00</u>

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. Phone 251-510-3772 Email hughes360services@gmail.com
 Contact Person: Ernest Hughes, Jr.

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: 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: (CHECK ONE):	JAN	APR	JULY	OCT
	FEB	MAY	AUG	NOV
	MARCH	JUNE	SEPT	DEC
	FINAL _____			

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

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

PRINT NAME: _____

SIGNATURE: _____

(Title)

(Date)

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



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

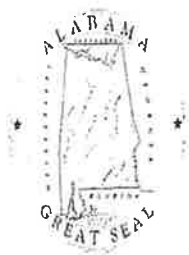
Issuance Date:

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

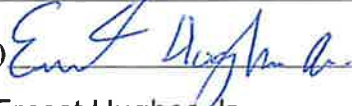
ALL PROJECT WORK:

\$ 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 12, 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.

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the _____ day of _____, 2024 ("Effective Date"), as hereinafter defined, by and between THE CITY OF MOBILE (hereinafter referred to as "Seller") and AC Opportunistic Fund One, LLC, (hereinafter referred to as "Purchaser").

BACKGROUND:

Resolution 60-807-2020 was approved for 5842 (AKA 5850) Carol Plantation Road, located outside of the City of Mobile limits, to be marketed for sale, and in the event the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Starting August 6, 2024, for a 30-day period, the City of Mobile posted the property and advertised a Request for Proposals to purchase of 5842 (AKA 5850) Carol Plantation Road. The City Clerk's office held a public opening of proposal submissions on September 11, 2024 in the atrium of Government Plaza.

On October 7, 2024, the City of Mobile notified AC Opportunistic Fund One, LLC in writing its response to proposals has been accepted.

WITNESSETH:

1. **Property.** That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Purchaser promises to purchase, subject to the terms and conditions contained below, that certain real property , hereinafter referred to as "the Property," owned by Seller and situated in Mobile in Mobile County, Alabama, an approximately 19 ± acre lot with ballpark outbuildings commonly known as 5842 (AKA 5850) Carol Plantation Rd., Theodore, AL 36582 and more particularly described on **Exhibit A**, attached hereto and made a part hereof.
2. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed executed pursuant hereto. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Property shall be Five Hundred Ninety Five Thousand and No/100 Dollars (\$ 595,000.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein. Purchaser’s obligation to close is not contingent on obtaining financing.
4. **Earnest Money.** Within fifteen (15) business days of the Effective Date, Purchaser shall deposit with Pierce Ledyard, P.C. (hereinafter referred to as the “**Escrow Agent**”) the sum of Fifteen Thousand Dollars (\$15,000.00) (the “**Earnest Money**”). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. However, the parties agree to execute or attach customary escrow instructions satisfactory to the parties in their respective sole and absolute discretion, provided, however, that if and to the extent any inconsistencies exist between the terms of the escrow agreement and this Agreement, the terms of this Agreement shall control. Escrow Agent shall hold the Earnest Money in an interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

- 5.1 **Survey.** An existing Subdivision Survey by Byrd Surveying, March 20, 1998, may be provided at Purchaser’s request. Purchaser may, at Purchaser’s sole cost and expense, obtain a new and/or updated survey (the “Updated Survey”).

Seller's Title. At the Closing, Seller shall convey a Statutory Warranty Deed to Purchaser with Insurable Fee Simple Title to the Property subject only to the following exceptions (herein referred to as the “**Permitted Exceptions**”):

- (i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
- (ii) restrictive covenants and/or building setback lines, if any, applicable to the Property;
- (iii) ad valorem taxes for the year of closing which shall be prorated at closing;
- (iv) easements for public or private utilities and/or roadways of record or in place;
- (v) all other matters relating to the Property recorded in the land records of Mobile County, Alabama;
- (vi) all other matters which would be disclosed by an accurate survey and inspection of the Property; and any exceptions set forth on the Title Commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with the provisions of Section 5.2 "Insurable Fee Simple Title," where used in this Agreement, shall be such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

5.2 Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B (the "**Title Commitment**") in the amount of the Purchase Price subject, however, to the Permitted Exceptions, but without exception as to mechanics or similar liens, and free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within ten (10) days of receipt by Purchaser of the Title Commitment (and copies of all recorded instruments affecting the Property) and the Updated Survey, Purchaser shall advise Seller in writing of any objections to the Title Commitment (including any of the Permitted Exceptions) and/or the Updated Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the Updated Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have five (5) days after the receipt of such statement of objections in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the receipt by Purchaser of such notice from Seller, or upon expiration of such five (5) day period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative within such ten (10) day period shall be deemed an election to waive such objections.

Purchaser shall have the right to object to any title issues or survey matters first occurring after the date of the Title Commitment or the Updated Survey (each a "New Encumbrance") by giving written notice of the New Encumbrance to which Purchaser is objecting at any time prior to Closing, but not later than three (3) business days after discovery of the same. If Purchaser does not object to any New Encumbrance by giving timely written notice as herein provided, such New Encumbrance shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of this Section 5.2 shall apply with respect thereto as if set forth herein in full. If the Seller's cure period expires after the deadline for Closing provided in Section 8.1, then the Closing shall occur within 15 days after the expiration of Seller's cure period.

5.3 Inspection Period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's review and inspection of the Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending at 5:00 P.M. Central Time on the date that is thirty (30) days following the Effective Date (the "**Inspection Period**"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

6. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

6.1 Title. Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for those matters listed in Schedule B, Section 2 of the Title Commitment.

6.2 Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that:

- (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of an Ordinance specifically authorizing same, has been taken by Seller;
- (ii) The individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing.

6.3 The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:

- (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;
- (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
- (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,
- (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

6.4 No litigation is pending against the Property. Seller has received no written notice of any claims, actions, lawsuits, or proceedings involving the Property.

6.5 Purchaser Authority: Purchaser represents and warrants that:

- (i) Purchaser is a limited liability company that has been duly organized and is in good standing under the laws of the state of its formation;
- (ii) Purchaser has taken all necessary actions to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform this Agreement and the transaction contemplated hereby; and
- (iii) The execution and delivery of this Agreement does not conflict with any law or regulation to which Purchaser is subject or any agreement to which Purchaser is a party.

6.6 No Other Representations. Except as expressly provided in this Agreement or the Statutory Warranty Deed, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property. Purchaser shall be responsible for obtaining any zoning and/or permit approvals necessary for Purchaser's use of the Property. The City does not represent that the property is or can be zoned for the proposed use, by acceptance of Purchaser's Response to the RFP.

6.7 Tenants. There are no current leases or tenants.

6.8 Management Contracts. There are no management arrangements or service contracts respecting the Property.

Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, nor authorized nor allowed the use of the Property

for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

6.9 Property Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property.

7. Closing Conditions. Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 7.1 through 7.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

7.1. Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and issuance by Escrow Agent of a Title Policy pursuant to the Title Commitment.

7.2. Land Conditions. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Land as determined during the Inspection Period.

7.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the Closing Date, as may be extended.

8. Closing.

8.1 Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "Closing") shall occur no later than thirty (15) days after end of the Due Diligence Period.

8.2 Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the

Purchase Price for the Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

- 8.2.1 A duly executed closing statement itemizing all credits between Seller and Purchaser;
- 8.2.2 A duly executed certificate of Seller reaffirming the representations and warranties made in Section 6 of this Agreement;
- 8.2.3 A duly executed affidavit of title with respect to the Property and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the Closing Date without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);
- 8.2.4 A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;
- 8.2.5 A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;
- 8.2.6 Physical possession of all the Property; and
- 8.2.7 Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

- 8.3.1 Real estate taxes which are due and payable during the calendar year in which the closing occurs shall be prorated between the parties. The proration of real estate taxes shall be based upon the number of days in the calendar year in which the Closing occurs, namely, on a per diem basis. If the actual amount of real estate taxes is not known at the time of the Closing, then the parties shall adjust the taxes based on the actual amount of real estate taxes for the prior year. Such prorations as described herein shall be re-adjusted by the parties as soon as the actual amount of taxes due and payable in the year in which the Closing occurs is known, upon presentation of reasonable evidence thereof. This provision shall survive delivery of the Deed.
- 8.3.2 Seller shall pay any fees and expenses of the Seller's Escrow Agent for preparation of the Statutory Warranty Deed, and expenses for services rendered by Seller's expenses for services rendered by accountants, appraisers, architects, attorneys, consultants, contractors, or engineers. Purchaser shall pay the fees and expenses

of Purchaser's attorneys, accountants, appraisers, architects, attorneys, consultants, contractors, or engineers, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.

- 8.3.3 Purchaser shall present the Statutory Warranty Deed to the Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

8.4 Condemnation. In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

9. Brokers. Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

10. Default.

10.1 Seller's Default.

10.1.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

10.1.2 As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

10.2 Purchaser's Default.

10.2.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in

the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

10.2.2 As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 10.1.1 above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

11. **Assignment of Agreement.** This Agreement shall be assignable one (1) or more times without the consent of Seller to a corporation, partnership, limited liability company, or other entity 100% controlled by (a) Purchaser, (b) ADANA CAPITAL LLC, a Delaware limited liability company provided that:

- (i) Purchaser provides written notice to Seller with assignee's contact information and,
- (ii) Such assignments and the assumption by such assignee of Purchaser's obligations hereunder shall not release Purchaser from its obligation or liability hereunder and shall make Purchaser and Purchaser's assignee jointly and severally liable for the obligations of Purchaser under this Agreement. If the assignment documents violate this Agreement, Seller shall have no obligation to recognize the assignment of this Agreement and may terminate this Agreement upon written notice to Purchaser's address herein.

12. **Time of Essence.** Time is of the essence hereof.

13. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered:

- (i) by United States registered or certified mail, return receipt requested, postage prepaid,
- (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts,
- (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail; or

- (iv) by e-mail and deemed received upon receipt so long as the same is sent on the same day by a reputable overnight delivery service. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:

The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: carleen.stout@cityofmobile.org

Copy to:

The City of Mobile
Assistant City Attorney
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: rwoods@cityofmobile.org

Purchaser:

AC Opportunistic Fund One, LLC
Charles Lintakoon
2617 Bissonnet St., Ste. 489
Houston, TX 77005
e-mail: charles@adanacap.com

Copy to:

WEYCER, KAPLAN, PULASKI & ZUBER, PC
Attn: Zachary I. Rosenberg
24 Greenway Plaza, Suite 2050
Houston, Texas 77046
e-mail: zrosenberg@wkpz.com

14. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.
15. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.
17. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

18. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday (as set forth in 5. U.S. Code § 6103), then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.
19. **Effective Date.** This Agreement shall be effective as the day on which all parties have executed an identical counterpart of this Agreement, and an executed counterpart is received by each party (the "**Effective Date**").
20. **Anti-Discrimination.** All of City of Mobile contracts require that parties shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
21. **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.
22. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect any commission payable to any real estate agent or broker engaged by Purchaser and any and all claims, damages, liabilities, 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 Purchaser's breach of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates specified below their signatures.

SELLER:

THE CITY OF MOBILE, a Municipal Corporation

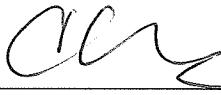
By: _____
Name: William S. Stimpson
As Its: Mayor
Date: _____

ATTEST:

City Clerk

PURCHASER:

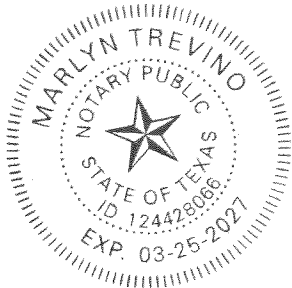
AC Opportunistic Fund One, LLC

By: 
Name: Charles Lintakoon
Its: Managing Partner
Date: 11/01/24

STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Charles Lintakoon, whose name as signed to the foregoing Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 1st day of November, 2024.




Notary Public

My Commission Expires: 03/25/27

EXHIBIT "A"

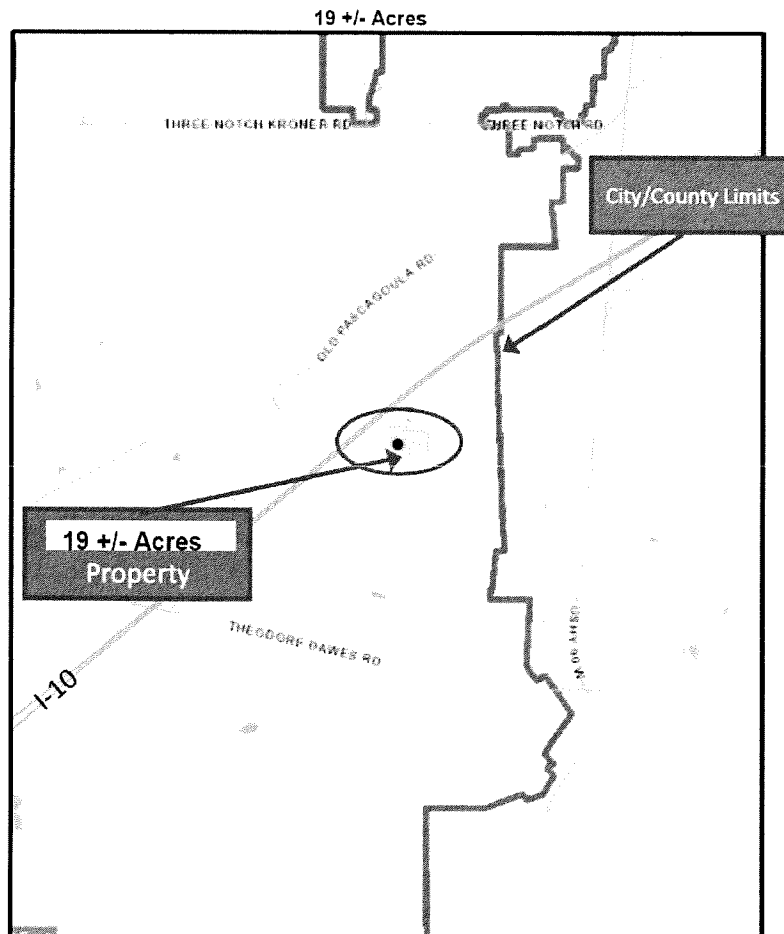
Property Address: 5842 (AKA 5850) Carol Plantation Road, Theodore, AL 36582

Parcel No. R023308332000001.001, Key No. 02840741

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

LOT 1 BOYKIN PARK SUBDIVISION AND RECORDED IN REAL PROPERTY BOOK 77 PAGE
105 PROBATE COURT RECORDS MOBILE COUNTY, AL.



**AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF**

Sponsored by Mayor William S. Stimpson

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property at 5842 (AKA 5850) Carol Plantation Road, Theodore, Alabama 36582, hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to AC Opportunistic Fund One, LLC.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sale Agreement for the property shown above.

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

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

SECTION FIVE: The Deputy Director of Real Estate and Asset Management of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

SECTION SIX: The proceeds from this sale are to be placed in Real Estate Acquisitions and Development Account.

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

Adopted:

City Clerk

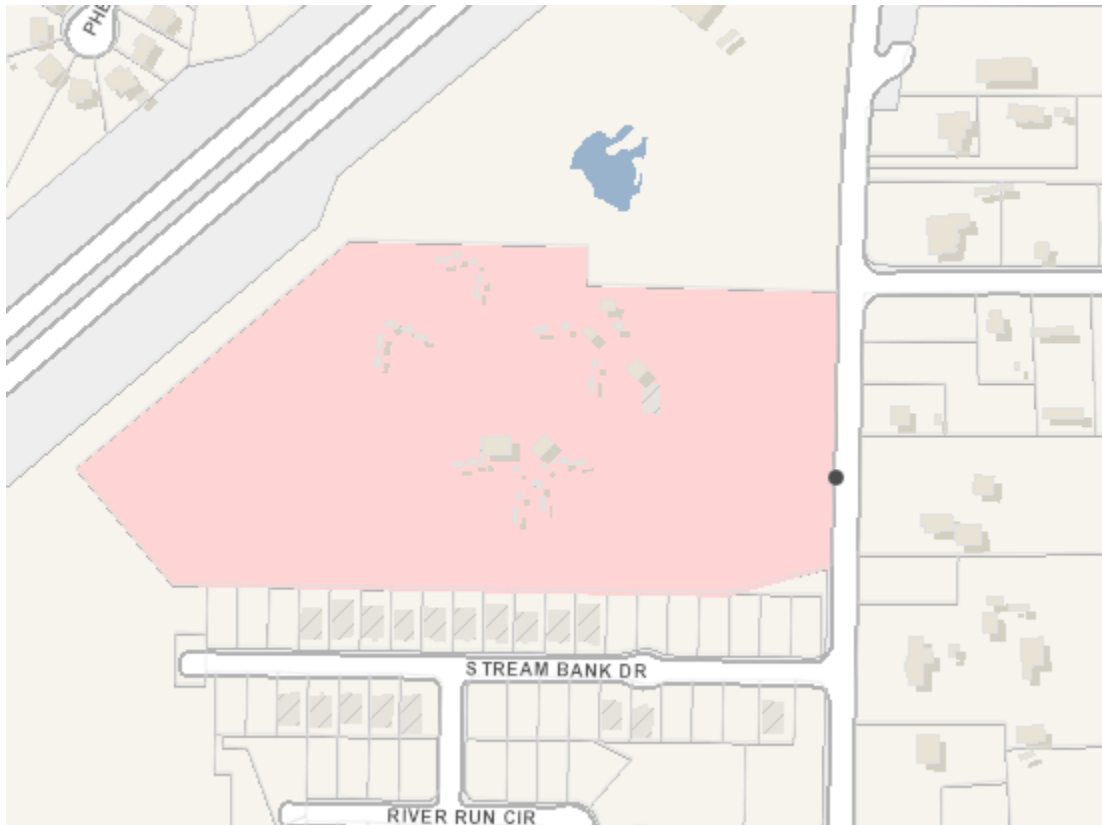
Exhibit A

5842 (AKA 5850) Carol Plantation Road, Theodore, AL 36582

KEY NO. - 2840741

PARCEL NO - 2330833200001

Legal Description: Lot 1 Boykin Park Subdivision and recorded in Real Property Book 77, Page 105
Probate Court Records Mobile, County, AL



ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 5842 Carol Plantation Road, Theodore, AL 36582, 19+/- acres

City Council District and Zoning: N/A- County- Not in the city limits.

Zoning: N/A- property is not within the city limits.

Sale or Lease: **Sale**

II. Acquisitions by City:

- How: Donated via Deed from Tensaw Land and Timber Company
 - When: April 7, 1998
 - Special Circumstances (if applicable): N/A
-

III. Why Sale/Lease recommended: Not located within the COM limits. The subject property is not currently being used and is in state of disrepair. COM should not be financially or physically responsible for maintenance of property outside of city limits unless absolutely necessary. No deed restrictions.

RESOLUTION

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Council concurs in the re-appointment of Edward Menton to Place #3, on the Mobile County Racing Commission, for a four-year term beginning January 1, 2025 and ending on December 31, 2028.

Adopted:

City Clerk

THE Mobile County Racing Commission

EDWARD C. MENTON, Chairman
ROBERT E. DAVIS, Vice Chairman
MICHAEL E. BOX, Secretary



POST OFFICE BOX 9697
MOBILE, ALABAMA 36691
TELEPHONE: (251) 446-4204
mobileracingcommission@gmail.com

November 6, 2024

Councilman Ben Reynolds

City of Mobile

P.O. Box 1827

Mobile, Alabama 36633-1827

Dear Councilman Reynolds,

I am writing to ask for your help in getting placed on the council's meeting agenda approval of me for another term on the Mobile County Racing Commission. The Commission is the regulatory authority over Mobile Greyhound Park. *begin January 1, 2025*

The term is for four years ending December 31, 2028.

I am appointed by the municipalities in Mobile County and was first appointed in February, 1996. I have enjoyed unanimous support for reappointment each time I have been up for reappointment. Each municipality has one vote.

The dog track ended live racing six years ago because the supply of greyhounds needed in Mobile was disrupted when the state of Florida outlawed live racing. The track currently offers simulcasting of horse racing and dog racing from around the United States.

I want to thank you for your attention to this matter. Please call on me if I can be of assistance to you or the citizens of the city of Mobile. My cell phone number is (251) 421-4003.

Very truly yours,

Edward C. Menton

Commissioner

Gauthier, Lana

From: Carroll Lambert, Lisa
Sent: Thursday, November 7, 2024 11:03 AM
To: Gauthier, Lana
Subject: Fwd: Menton letter
Attachments: MCRC--Reapt ltr MobileReynoldsImage_20241107_0001.pdf

Lana,
Please add resolution reappointing Eddie Menton to the Racing Commission. There should be an existing resolution with the proper wording (I think it's concur).

Lisa C. Lambert
City Clerk
PO BOX 1827
Mobile, AL 36633
(251) 208-7411 ofc

Begin forwarded message:

From: "Reynolds, Benjamin" <council4@cityofmobile.org>
Date: November 7, 2024 at 10:40:38 AM CST
To: "Carroll Lambert, Lisa" <lisa.carroll@cityofmobile.org>
Subject: Fwd: Menton letter

I'd like to request the reappointment of Eddie Menton to the Mobile County Racing Commission be added to the agenda.

Ben

Sent from my iPhone

Begin forwarded message:

From: Edward Menton <ementon@hotmail.com>
Date: November 7, 2024 at 9:30:11 AM CST
To: "Reynolds, Benjamin" <council4@cityofmobile.org>
Subject: RE: Menton letter

You don't often get email from ementon@hotmail.com. [Learn why this is important](#)

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.

Ben,

I enjoyed visiting with you the other night. Thanks for your help on this. Let me know if I can help you.

Eddie Menton

RESOLUTION

Sponsored by: Councilmembers William Carroll and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Emanuel Roberts (D2) and Matt Singleton (D7) are appointed to the City of Mobile, Alabama Police and Firefighters Retirement Plan Board effective immediately for terms ending November 12, 2027.

Adopted:

City Clerk

Gauthier, Lana

From: william carroll <w.carroll@wcarrollinc.com>
Sent: Thursday, November 7, 2024 12:18 PM
To: Gauthier, Lana
Subject: Re: Question

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.

Yes

Sent from my iPhone

Effective immediately
EX p to 11-2027
11-12.

On Nov 7, 2024, at 11:13 AM, Gauthier, Lana <lane.gauthier@cityofmobile.org> wrote:

Good morning, William,

Would you like me to add the re-appointment of Mr. Emanuel Roberts to the Police & Fire Pension Board?

Thank you!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gregory, Gina
Sent: Thursday, November 7, 2024 2:06 PM
To: Gauthier, Lana
Subject: Re: Police & Fire Pension Board

Ok. Then, yes re-appoint.

Regards,
Gina Gregory

Sent from my iPhone

On Nov 7, 2024, at 2:01 PM, Gauthier, Lana <lane.gauthier@cityofmobile.org> wrote:

The Pension Coordinator said he seems to be active.

From: Gregory, Gina <council7@cityofmobile.org>
Sent: Thursday, November 7, 2024 1:43 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Subject: Re: Police & Fire Pension Board

I don't think he wants to continue. Do you know if he's attending meetings?

Regards,
Gina Gregory

Sent from my iPhone

On Nov 7, 2024, at 12:30 PM, Gauthier, Lana <lane.gauthier@cityofmobile.org> wrote:

Good afternoon,

Your appointment, Matt Singleton, to the Police & Fire Pension Board has expired. Would you like to re-appoint him?

Thank you!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Resolution to approve and confirm the appointment of Mable Maye to the Mobile Housing Authority Board

Amount of Contract:

0

Funding Source

ATTACHMENTS:

1. SCANS_078

REVIEWERS:

Patricia Primm

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's appointment of Mable Maye (Resident) to replace Tara Fair on the Mobile Housing Authority Board for a term effective November ___, 2024 through November ___, 2029, is hereby approved and confirmed.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Resolution to approve and confirm appointment of Jeffery Carter to the Mobile Housing Authority Board

Amount of Contract:

0

Funding Source

ATTACHMENTS:

1. SCANS_077

REVIEWERS:

Patricia Primm

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's appointment of Jeffery Carter to replace Ellis Foster on the Mobile Housing Authority Board, for a term effective November ___, 2024 through November ___, 2029, is hereby approved and confirmed.

ADOPTED:

CITY CLERK

RESOLUTION

Sponsored by: *Councilmember William Carroll, District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$570.00** be transferred from the District 2 General Fund, Discretionary Account DSC 02, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the Harvest Giveaway at Seals Multi-Facility.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember William Carroll, District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$560.00** be transferred from the District 2 General Fund, Discretionary Account DSC 02, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the Melvin Showers, Sr. repast on Friday, November 1, 2024, from 5:30 pm to 7:30 pm, and Saturday, November 2, 2024, from 2:30 pm - 6:30 pm.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

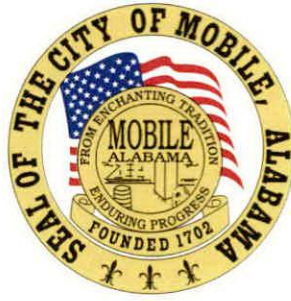
Type of application: Retail Beer/Table Wine (Off Premises Only)

Submitted by: SARVESHWARA LLC

Location: Brothers Foodmart
 1051 Dauphin Island Parkway
 Mobile, AL 36605

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

ISA C. JAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/31/2024	TRANSFER - OWNERSHIP	2024 - 5691	129866	3	November 12, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SARVESHWARA LLC

Trade Name (DBA)

BROTHERS FOODMART

Location Address

1051 DAUPHIN ISLAND PARKWAY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/31/2024	TRANSFER - OWNERSHIP	2024 - 5691	129866	3	November 12, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SARVESHWARA LLC

Trade Name (DBA)

BROTHERS FOODMART

Location Address

1051 DAUPHIN ISLAND PARKWAY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: November 7, 2024

Re: Application # 5691 / 1051 Dauphin Island Pkwy.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5691 DATE 11/12/2024
 APPLICANT SARVESHWARA LLC
 LOCATION 1051 DAUPHIN ISLAND PKWY
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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	



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

DAVID EMMERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/31/2024	TRANSFER - OWNERSHIP	2024 - 5691	129866	3	November 12, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SARVESHWARA LLC

Trade Name (DBA)

BROTHERS FOODMART

Location Address

1051 DAUPHIN ISLAND PARKWAY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/31/2024	TRANSFER - OWNERSHIP	2024 - 5691	129866	3	November 12, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SARVESHWARA LLC

Trade Name (DBA)

BROTHERS FOODMART

Location Address

1051 DAUPHIN ISLAND PARKWAY

City, State, Zip Code

MOBILE AL 36605

Contact Person Information				
Name	Title	POA	Phone	Email
SHAILESH PATEL	MEMBER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 07/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 10/31/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5691	License Account # 129866	Council District 3	Council Agenda Date November 12, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name SARVESHWARA LLC			Trade Name (DBA) BROTHERS FOODMART		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 06/20/2024	SOS Entity ID 001-142-843	State AL	County MOBILE
Federal Tax ID (FEIN) 99-3738408	Alabama State Sales Tax ID R012211446	Business Phone Number (251) 725-1927			
Physical Address (Street Address, Suite #) 1051 DAUPHIN ISLAND PARKWAY		City MOBILE	State AL	Zip Code 36605	
Mailing Address (Street Address, Suite #, PO Box) 1051 DAUPHIN ISLAND PARKWAY		City MOBILE	State AL	Zip Code 36605	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name SHAILESH PATEL	Title MEMBER	POA NO	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name MOITA LLC			Trade Name (DBA) SHOP AND SAVE		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)			License Number	Any ABC Pending Actions NO	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name MAMUN REAL ESTATE LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City MOBILE	State AL	Zip Code
Bldg Square Footage 2,400	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials BP

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) PATEL, SHAILESH PRAVINCHANDRA			Title MEMBER	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)			City SPANISH FORT	State AL	Zip Code
Date of Birth	Place of Birth (City, State, Nation) INDIA		Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) PATEL, BHAVINKUMAR			Title MEMBER	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)			City MOBILE	State AL	Zip Code
Date of Birth 2	Place of Birth (City, State, Nation) INDIA		Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
SANAKA, SRIDHAR		MEMBER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
		MOBILE	AL		
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
	INDIA				
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Additional State of Alabama ABC License(s) not yet listed on Application					
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

BP

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

BP

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

BP

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

BP

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

BP

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

BP

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

BP

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

BHAVIHKUMAR PATEL

10-31-2024

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

MEMBER

Sworn to and subscribed before me this 31st day of October 2024

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

CITY OF MOBILE
REVENUE DEPARTMENT

October 31, 2024



BROTHERS FOODMART
1051 DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605 USA
ACCOUNT NUMBER: 129866 TERRITORY 3

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1914503	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Revenue Department · P.O. Box 3065 Mobile, Alabama 36652 · www.cityofmobile.org

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

10/31/2024 09:20AM KAREN T.
043283-0001

BUSINESS LICENSE

SARVESHWARA LLC

129866

2024 Item: 1914503

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

Visa *****3557

Ref=bf4106f0~46d8-4631-b808-da912580bba7
Auth=031604

Change due \$0.00

Paid by: PATEL/BHAVINKUMAR S



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240917142430962



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:

MOITA LLC
Address: 1051 DAUPHIN ISLAND PKWY
MOBILE, AL 36605
Telephone: 251-458-0126

NEW APPLICANT:

SARVESHWARA LLC
Address: 1051 DAUPHIN ISLAND PKWY
MOBILE, AL 36605
Telephone: _____

Current License No: 050-011312149
070-011312149

LICENSED PREMISES ADDRESS: 1051 DAUPHIN ISLAND PKWY MOBILE, AL 36605

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 17 day of September, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)


Print Name: LESSAN KOSKEY
Title: MEMBER

NEW LICENSEE (APPLICANT)


Print Name: Shreshth. PATEL
Title: MEMBER

WITNESS: (By ABC Enforcement)
Revised 9/08



City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

SARVESHWARA LLC

dba

BROTHERS FOODMART

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

1051 DAUPHIN ISLAND PARKWAY

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **November 12, 2024** for application number **2024 - 5691**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240917142430962

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:
Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:
Trade Name: **BROTHERS FOODMART** Filing Fee:
Applicant: **SARVESHWARA LLC** Transfer Fee: \$100.00
Location Address: 1051 DAUPHIN ISLAND PKWY MOBILE, AL 36605
Mailing Address: 1051 DAUPHIN ISLAND PKWY MOBILE, AL 36605
County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0
Product Type: 03 Type Ownership: LLC
Book, Page, or Document info: 001-142-843
Do you sell Draft Beer?:

Date Incorporated: 06/27/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 06/27/2024

Federal Tax ID: 99-3738408

Alabama State Sales Tax ID: R012211446

Name:	Title:	Date and Place of Birth:	Residence Address:
SHAILESH PRAVINCHANDRA PATEL	MEMBER	INDIA	SPANISH FORT, AL 36527
SRIDHAR SANAKA	MEMBER	INDIA	MOBILE, AL 36695
BHAVINKUMAR SURENDRABHAI PATEL	MEMBER	INDIA	MOBILE, AL 36619

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SHAILESH PATEL

Business Phone: 630-329-9830

Fax:

Home Phone:

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name: SHOP AND SAVE

Applicant: MOITA LLC

Previous License Number(s)

License 1: 050-011312149

License 2: 070-011312149



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240917142430962

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **MAMUN REAL ESTATE LLC**
What is lessors primary business? **REALTOR**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **2400** Display Square Footage:
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240917142430962

Initial each

BP
BP

BP

XX

XX

BP

BP

BP

BP

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

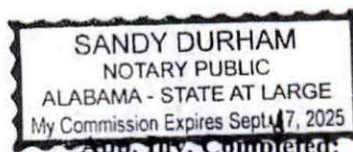
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): SHIVHARMOR PATEL

Signature of Applicant: TS

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

2024-2025

LICENSE EXPIRES SEPTEMBER 30, 2025
RENEW LICENSE(S) BEFORE AUGUST 1, 2025

Confirmation Number: 20240815000013484

Renewal Period: June 1, 2025 Through July 31, 2025

License Number: 011312149



County: MOBILE Tobacco Business Type: 41 Vending Machines: 0

Effective Date: 10/01/2024 Printed Date: 08/15/2024

Trade Name: SHOP AND SAVE

Licensee: MOITA LLC

Location: 1051 DAUPHIN ISLAND PARKWAY
MOBILE

AL 36605

Mailing Address: 1051 DAUPHIN ISLAND PARKWAY
MOBILE

AL 36605

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

108948

Curtis E. Stewart

ADMINISTRATOR





KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

September 11th, 2024

Dear Mr. Patel,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

Personal Data Report

General Descriptors

Name: PATEL, SHAILESH PRAVINCHANDRA
Address: SPANISH FORT ALABAMA 36527 Nick Name:
Phone:
Race: I - AMERICAN DOB:
INDIAN/ALASKAN NATIVE
Sex: M Age: 50
Weight: 160 Eyes: BROWN
Height: 5'03" Facial:
Hair: BLACK Ethnic: NON HISPANIC/NON LATINO
Email1:
Email2:
Alt.
Address:
Danger
Desc:

Identifying Numbers

DL State: AL DL #: DL Type: D SSN: - - -
MID: FP: DOC:
FBI: JRN: SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: *C. Knight*

DATE: *August 15, 2024*

08/15/2024 08:49

1 of 1

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:

NAME: PATEL, SHAILESH PRAVINCHANDRA

SOC:

ABI RESULT: NON-IDENT

SID: /

CERTIFIED COPY
OF ALEA DOCUMENT



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

September 11th, 2024

Dear Mr. Patel,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:

NAME: PATEL, BHAVINKUMAR SURENDRABHAI

SOC:

ABI RESULT: IDENT

SID: /

CERTIFIED COPY
OF ALCA

09-11-2024 11:13

*ATN/TCN8002410555

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 09-11-2024

*NAME STATE ID NO. FBI ID NO.

*PATEL, BHAVINKUMAR

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M A 508 142 BRO BLK II

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* PATEL, BHAVINKUMAR SURENDRABHAI

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*LAST PAGE ON SID

SEQ # 485 MRI #



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information.

Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification
Number: 0024197135417QV
Class of
Admission (COA)
Code: E19
Country of Birth: IND - INDIA
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: sanaka sridhar
Date of Birth:
Card Number / I-
797 Receipt
Number: MSC2290334649
Initiated On: 07/15/2024
Initiated By: SDUR8422
Point of Contact
Name: Sandy Durham
Point of Contact
Phone Number:
Requested
Benefits: Commercial License
Attached
Document: No

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Browser Support](#)

[Plug-ins](#)

[Site Map](#)

[V37.1 ICA](#)

[V38 ICA - Draft](#)



[Provide Feedback](#)



ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

October 28, 2022

Dear Mr. Sanaka,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "W. Avery Morris", is located below the "Respectfully," text.

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN:8002204207
NAME:SANAKA.SRIDHAR
SOC:
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:
Sarveshwara LLC
2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.
3. The name of the registered agent (only one agent): Bhavinkumar Patel
Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

***COUNTY** of above address: MOBILE
Mailing address **in Alabama** of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-142-843 DLL
Date 06/27/2024
Time 15:22:00
File \$100.00
County \$100.00
Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 7 / 1 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 12 : 00 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

6 / 27 / 2024
Date (MM/DD/YYYY)

Bhavinkumar patel

Signature as required by 10A-5A-2.04

Member

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

SARVESHWARA LLC

MEMBERS LIST:

1. SHAILESH PRAVINCHANDRA PATEL — 34 %
2. SRIDHAR SANAKA ————— 22%
3. BHAVINKUMAR PATEL ————— 44%

Date of this notice: 06-27-2024

Employer Identification Number:
99-3738408

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

SARVESHWARA LLC
BROTHERS FOOD MART
% BHAVINKUMAR S. PATEL MBR

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3738408. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2024
Form 940	01/31/2025
Form 1065	03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Sarveshwara LLC

This name reservation is for the exclusive use of BhavinKumar Patel, 7130 Pierson
Dr, Mobile, AL 36619 for a period of one year beginning June 27, 2024 and
expiring June 27, 2025



RES164425

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

June 27, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

SARVESHWARA LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012211446	07/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1051 DAUPHIN ISLAND PKWY MOBILE AL 36605-3213



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

BEG AT PT ON S/L OF HURTEL ST WHERE IT IS INT BY PRESENT E R/W/L OF DAUPHIN ISLE PKWAY -FORMERLY FULTON RD- SAID PT BEING LOC 49.88 FT ELY FROM INT OF E/L OF ORIGINAL 60 FT R/W FULTON RD TH S 83 DEG 54 MIN E ALG S/L HURTEL ST 137.88 FT TO AN IRON PIN TH RUN S 05 DEG 57 MIN 02 SEC W 102.35 FT TO AN IRON PIN TH RUN N 83 DEG 12 MIN W 163.65 FT TO A PT ON THE PRESENT E ROW OF DAUPHIN ISLAND PKWY SD PT BEING LOCATED 24 FT ELY FROM THE ORIGINAL ROW OF DAUPHIN ISLAND PKWY TH ALG THE PRESENT ROW & ALG T

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Mamun Real Estate LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

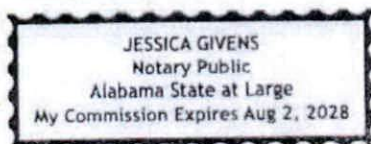
I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 19th day of September 20 24

Notary Printed Name <u>Jessica Givens</u>	Notary Signature <u>Jessica Givens</u>	My (Notary) Commission Expires <u>8-2-2028</u>
--	---	---

Notary Stamp



Owner of Property (Print Name)

MAMUN REAL ESTATE LLC

Owner of Property (Signature)

Mamun Siddiqui

Street Address

City, State, Zip

Mobile, AL - 36619

Date Agreement Signed

9/19/2024

Applicant Name (Print Name)

SARVESHWARA LLC
~~GRIPPAR BANAKA~~

Applicant Name (Signature)

Siddiqui

Street Address

1051 Dauphin Island Pkwy

City, State, Zip

Mobile, AL 36605

Date Agreement Signed

9/19/2024

| Application Property Ownership



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Sarveshwara LLC				Trade Name (DBA) Brothers Food Mart			
Company Physical Address (Street Address, Suite #) 1051 Dauphin Island Pkwy				City Mobile	State AL	Zip Code 36605	
Business Contact Person Information							
Name Shailesh Patel		Title Member		Phone	Email		
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq. Footage 2400	Parking Provided	Parking Required	Compliance		Zoning	Approved	
Comments							
Print Name		Signature				Date	

| Planning and Zoning

Mobile County Property Search

Key Number: 961427 For Year 2024

Property Details

Account	
Key Number:	961427
Legal Description:	BEG AT PT ON S/L OF HURTEL ST WHERE IT IS INT BY PRESENT E R/W/L OF DAUPHIN ISLE PKWAY -FORMERLY FULTON RD- SAID PT BEING LOC 49.88 FT ELY FROM INT OF E/L OF ORIGINAL 60 FT R/W FULTON RD TH S 83 DEG 54 MIN E ALG S/L HURTER ST 137.88 FT TO AN IRON PIN TH RUN S 05 DEG 57 MIN 02 SEC W 102.35 FT TO AN IRON PIN TH RUN N 83 DEG 12 MIN W 163.65 FT TO A PT ON THE PRESENT E ROW OF DAUPHIN ISLAND PKWY SD PT BEING LOCATED 24 FT ELY FROM THE ORIGINAL ROW OF DAUPHIN ISLAND PKWY TH ALG THE PRESENT ROW & ALG T
Parcel Number:	2911332002074XXX
Type:	Real
Property Class:	2
Location	
Address:	1057 DAUPHIN ISLAND PKWY MOBILE, AL 36660-5501
Owner	
Name:	LE ANN HUYEN
Mailing Address:	ATLANTA , GA
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$178,400
Land Value:	\$71,000
Appraised Value:	\$249,400
Taxable Value:	\$249,400
Assessed Value:	\$49,880

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.



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SARVESHWARA LLC

Trade Name (DBA)

BROTHERS FOODMART

Location Address

1051 DAUPHIN ISLAND PARKWAY

Zip Code

36605

Application Number

2024 - 5691

Notice Post Date @ Location

10/31/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

November 12, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

A handwritten signature in black ink, appearing to be 'R. L. Skinner', written over a horizontal line.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

**STATE OF ALABAMA
COUNTY OF MOBILE**

COMMERCIAL LEASE WITH OPTION TO PURCHASE

This lease agreement is entered into on this the 15 day of August 2024, by and between:

Mamun Real estate, LLC, an Alabama limited liability company, whose address is 7221 Great Rd, Mobile, Alabama 36695 (hereinafter called "LESSOR"), whether one or more, and Sarveshwara, LLC, an Alabama limited liability company, 7130 Pierson Dr, Mobile, Alabama 36619 (hereinafter called "LESSEE"), whether one or more. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. **PREMISES AND TERM:** LESSOR, hereby leases to LESSEE for the term commencing on the 1st day of August 2024 and ending on the 31th day of July 2029, (the "TERM") the following described premises in its present condition, located in Mobile County, Alabama:

See: Exhibit "A"

(hereinafter called the "PREMISES or LEASED PREMISES").

The premises leased hereunder has a physical address of 1051 Dauphin Island Pkwy, Mobile, AL 36605.

So long as the LESSEE is not in default under any terms and conditions hereof, upon 90 written notice to the LESSOR by the LESSEE before the expiration of a lease term, the LESSEE shall have the right to extend by 2 additional 5 years terms under this lease agreement.

2. **RENEWAL:** LESSEE and LESSOR may agree to extend or renew the lease, with any agreed modifications, in a separate, signed document.
3. **RENT:** The LESSEE covenants to pay to LESSOR as Rent the sum of \$31,200.00 annually payable in equal monthly installments of 2,600.00, (hereinafter "the Rent"), in advance without demand on or before the first day of each month at the office of the LESSOR.

The LESSEE shall pay the Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by LESSEE or acceptance by LESSOR of a lesser amount

the corporation. Those persons further represent that the terms of this lease are binding upon the corporation.

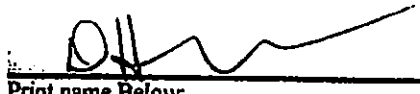
In Witness Whereof, the undersigned LESSOR and LESSEE execute this lease to be effective as of the day and date first above written.

LESSOR:

Mamun Real Estate, LLC

By: 
Print name Below: _____
Managing Member

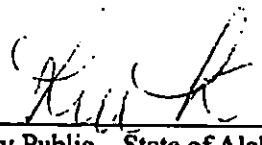
WITNESS:


Print name Below: _____
Destany Hensley

STATE OF ALABAMA
COUNTY OF MOBILE

BEFORE ME, the undersigned authority, appeared Mamun Siddiqui, the managing member of Mamun Real Estate, LLC, and swore before me he has the authority to execute this document on behalf of the company. Sworn to this the 15th day of August 2024.



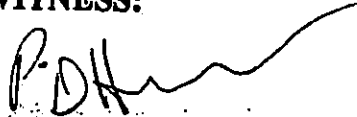

Notary Public—State of Alabama
Exp 8/15/25

Lessee:

Sarveshwara, LLC

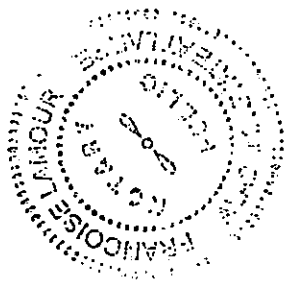
By: 
Shailesh Pravinchandra Patel / Managing Member

WITNESS:


Print name Below:
Destani Hershey

STATE OF ALABAMA
COUNTY OF MOBILE

BEFORE ME, the undersigned authority, appeared Shailesh Pravinchandra Patel, managing member of Sai Krupa Enterprises, LLC, and swore before me he has the authority to execute this document on behalf of the company. Sworn to this the 15th day of August 2024.



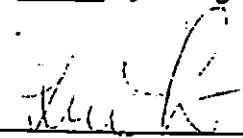

Notary Public—State of Alabama
Exp 6/11/28

Exhibit "B"

OPTION TO PURCHASE

This Right of Option to Purchase Real Estate is made on this the ____ day of August 2024 by and between Mamun Real Estate, LLC, an Alabama limited liability company, hereinafter referred to as the "SELLER" and Sarveshwara, LLC, an Alabama limited liability company, hereinafter referred to as the "PURCHASER".

WHEREAS, Purchaser desires to obtain a first option to purchase certain real estate owned by Seller; and

WHEREAS, Seller agrees to grant Purchaser a first option to purchase real estate pursuant to the terms of this agreement; and

NOW, FOR AND IN CONSIDERATION of \$441,000.00 (*This sum shall not be refundable and is the consideration paid for this option to purchase*), the receipt of which is hereby acknowledged, it is agreed as follows:

GRANT OF FIRST OPTION: The Seller does hereby grant unto the Purchaser, so long as the Purchaser is not in default under any of the terms and conditions of the lease agreement between the parties, the exclusive right, during the initial term of the lease agreement between the parties, to purchase for the sum set forth below the Seller's property situated in Mobile County, Alabama, the following described property together with all improvements located thereon:

See attached Exhibit "A".

1. EXERCISE OF FIRST OPTION: This first option purchase may only be exercised by Purchaser providing the Seller written notice of intent to purchase the property during the initial term of the lease agreement. Notice shall be delivered to the Seller at least 90 days prior to the end of the final term of the lease agreement.
2. TERMS OF PURCHASE: In the event Purchaser desires to exercise its option to purchase under the terms of this agreement, the purchase price shall be based upon a loan amount in the original amount of \$314,000.00 and on the following formula:

The Seller agrees to sell the property to the purchaser for the principle amount due on the 1st day of the lease month the purchaser elects to exercise its option based on a principal amount of \$314,000.00 amortized over 15 years commencing on the first day of the lease agreement between the parties.. An amortization schedule of the \$314,000.00 is attached as Schedule "B"

GOVERNING LAW: This agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____ day of August 2024.

SELLER:

Mamun Real Estate, LLC

By: Mam S. S. S.
Managing Member

WITNESS:

Print name Below:
Destani Hansley

STATE OF ALABAMA
COUNTY OF MOBILE

BEFORE ME, the undersigned authority, appeared Mamun Siddiq,
managing member of Mamun Real Estate, LLC, and swore before me he has the authority to
execute this document on behalf of the company. Sworn to this the _____ day of August 2024.



Notary Public---State of Alabama
Exp. 6/11/28

OPTIONOR:

Sarveshwara, LLC



By _____
Managing Member

WITNESS:



Print name Below:

Destani Hensley

STATE OF ALABAMA
COUNTY OF MOBILE

BEFORE ME, the undersigned authority, appeared Shailesh Parvinchandra Patel, managing member of Sai Krupa Enterprises, LLC, and swore before me he has the authority to execute this document on behalf of the company. Sworn to this the 15th day of August 2024.



Notary Public---State of Alabama

exp 6/11/26



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and Issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Sarveshcoora LLC				Trade Name (DBA) Brothers Food Mart			
Company Physical Address (Street Address, Suite #) 1051 Dauphin Island Pkwy				City Mobile	State AL	Zip Code 36605	
Business Contact Person Information							
Name Shailesh Patel		Title Member		Phone		Email	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Buildings Sq Footage 2400	Parking Provided 7	Parking Required 6	Compliance ☒	Zoning B-2	Approved ☒		
Comments EXISTING CONVENIENCE STORE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler				Date 10-15-2024	

| Planning and Zoning



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-143145-2024

Issue Date: 10/15/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022911332002074.	1051 Dauphin Island Pkwy	

Business Name	Issued To	Zoning Districts
SARVESHWARA LLC dba BROTHERS FOODMART	Name: SHAILESH P. PATEL Company: SARVESHWARA LLC dba BROTHERS FOODMART Address: 1051 Dauphin Island Pkwy MOBILE, AL 36605 Phone:	B-2

This Zoning Classification Allows the property to be used for:
CONVENIENCE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$1,500.00** to Mobile Law Enforcement Foundation, Inc., from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Mobile Law Enforcement Foundation, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Law Enforcement Foundation, Inc., *will be used to assist with the 2024 Annual Luncheon on Wednesday, November 20, 2024, at 12:00 p.m. at the Battle House Hotel and Spa..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,500.00** to Mobile Law Enforcement Foundation, Inc., for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.*

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$2,500.00 to The Child Advocacy Center, Inc., from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *The Child Advocacy Center, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Child Advocacy Center, Inc., *will be used to assist with the Serve It Up with Love Charity Tennis Tournament on April 6 & 8, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,500.00 to The Child Advocacy Center, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$2,500.00** to Senior Citizens Services, Inc. dba Via Community Center, from District 1 Discretionary Fund (DSC 01 10041020-42080);* and

WHEREAS, *Senior Citizens Services, Inc. dba Via Community Center*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Senior Citizens Services, Inc. dba Via Community Center, *will be used to assist with the monthly food program to purchase food for low-income families suffering from food insecurities..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2,500.00** to Senior Citizens Services, Inc. dba Via Community Center, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn* wishes to appropriate **\$1000.00** to *Just 4 Development Laboratory*, from his discretionary funds; and

WHEREAS, *Just 4 Development Laboratory*, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Just 4 Development Laboratory*, will be used to assist with fostering parental engagement with incentives, fall festival activities, and supporting the Movement (Physical Education) Program., which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1000.00** to *Just 4 Development Laboratory* for the purposes described hereinabove and pursuant to the language on request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$1,000.00** to Toulminville Rattlers Sports, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Toulminville Rattlers Sports*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Toulminville Rattlers Sports, *will be used to assist with the purchase of uniforms for the Cheerleader program..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,000.00** to Toulminville Rattlers Sports, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$1,000.00** to Toulminville Rattlers Sports, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Toulminville Rattlers Sports*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Toulminville Rattlers Sports, *will be used to assist with the purchase of uniforms, helmets, pads, and other equipment for the Football team..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,000.00** to Toulminville Rattlers Sports, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$2,000.00 to Trinity Gardens Community Civic Club, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Trinity Gardens Community Civic Club, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Trinity Gardens Community Civic Club, *will be used to assist with the Black Heritage parade scheduled for March 8, 2025..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,000.00 to Trinity Gardens Community Civic Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$2,000.00 to Trinity Gardens Community Civic Club, from District 1 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *Trinity Gardens Community Civic Club*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Trinity Gardens Community Civic Club, *will be used to assist with the Annual Share Thanksgiving Service Project..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,000.00 to Trinity Gardens Community Civic Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Pennl wishes to appropriate \$1,500.00 to John L. LefFlore Magnet High School, from his discretionary funds; and*

WHEREAS, *John L. LefFlore Magnet High School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *John L. LefFlore Magnet High School, will be used to assist with the costs of equipment, uniforms, travel expenses, and other essential needs for the footbal team.,* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to John L. LefFlore Magnet High School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Pennl wishes to appropriate \$1,000.00 to Chastang-Fournier K-8 School, from his discretionary funds; and*

WHEREAS, *Chastang-Fournier K-8 School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Chastang-Fournier K-8 School, will be used to assist with the 2024-2025 Basketball Season, which includes bus transportation, security, and payment to sports officials.,* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to Chastang-Fournier K-8 School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to Indeed We Kare, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Indeed We Kare*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Indeed We Kare*, *will be used to assist with educational events, workshops, and leadership conferences..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to Indeed We Kare, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$5535.00 to Toulminville LeFlore Alumni Association, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Toulminville LeFlore Alumni Association*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Toulminville LeFlore Alumni Association, *will be used to assist with alumni parade and community events..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$5535.00 to Toulminville LeFlore Alumni Association, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$1600.00** to Secret Scientist Clothing, LLC, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Secret Scientist Clothing, LLC, is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Secret Scientist Clothing, LLC, *will be used to assist with the Christmas Bodega event on December 19, 2024.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1600.00** to Secret Scientist Clothing, LLC, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$2,000.00 to Marching Cougars Band Booster Club, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Marching Cougars Band Booster Club*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with the operational expenses and fuel for the band season..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,000.00 to Marching Cougars Band Booster Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$7,500.00 to Senior Citizens Services, Inc. dba Via Community Center, from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *Senior Citizens Services, Inc. dba Via Community Center*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Senior Citizens Services, Inc. dba Via Community Center, *will be used to assist with the monthly food program to purchase food for low-income families suffering from food insecurities..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$7,500.00 to Senior Citizens Services, Inc. dba Via Community Center, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$1,000.00** to DeToni Square Neighborhood Association, from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *DeToni Square Neighborhood Association, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to DeToni Square Neighborhood Association, *will be used to assist with the community garden improvements to enhance the garden's accessibility, sustainability, and value for residents..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,000.00** to DeToni Square Neighborhood Association, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carrolll wishes to appropriate \$200.00 to Murphy High School, from his discretionary funds; and*

WHEREAS, *Murphy High School*, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Murphy High School, will be used to assist with the Panther Pals and Murphy High School Prom.*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$200.00 to Murphy High School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,500.00 to Family Counseling Center of Mobile, Inc. (Doing Business As Lifelines Counseling Services), from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *Family Counseling Center of Mobile, Inc. (Doing Business As Lifelines Counseling Services)*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Family Counseling Center of Mobile, Inc. (Doing Business As Lifelines Counseling Services), *will be used to assist with the 5th Annual Bay Area Brunch Fest.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Family Counseling Center of Mobile, Inc. (Doing Business As Lifelines Counseling Services), for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$3,500.00** to Marching Cougars Band Booster Club, from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *Marching Cougars Band Booster Club, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with operational expenses..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$3,500.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$1600.00** to Secret Scientist Clothing, LLC, from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *Secret Scientist Clothing, LLC, is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Secret Scientist Clothing, LLC, *will be used to assist with the Christmas Bodega event on December 19, 2024.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1600.00** to Secret Scientist Clothing, LLC, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **\$1600.00** to Secret Scientist Clothing, LLC, from District 3 Discretionary Fund (DSC 03 10041020-42080); and*

WHEREAS, *Secret Scientist Clothing, LLC, is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Secret Scientist Clothing, LLC, *will be used to assist with the Christmas Bodega event on December 19, 2024.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1600.00** to Secret Scientist Clothing, LLC, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Benjamin Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate \$10,000.00 to Southwest Mobile County Chamber Foundation, from District 4 Discretionary Fund (DSC 04 10041020-42080); and*

WHEREAS, *Southwest Mobile County Chamber Foundation, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Southwest Mobile County Chamber Foundation, *will be used to assist with developing a design for a new sign to be constructed, landscaped, and lit at the southernmost corridor of the entrance of Tillman's Corner area and replacing the sign that was in disrepair and has since been removed..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$10,000.00 to Southwest Mobile County Chamber Foundation, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.*

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate **\$3,500.00** to Marching Cougars Band Booster Club, from District 5 Discretionary Fund (DSC 05 10041020-42080); and*

WHEREAS, *Marching Cougars Band Booster Club*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with the purchase of a trailer to move drum pits around and operational expenses..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$3,500.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate \$2,500.00 to The Child Advocacy Center, Inc., from District 6 Discretionary Fund (DSC 06 10041020-42080); and*

WHEREAS, *The Child Advocacy Center, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Child Advocacy Center, Inc., *will be used to assist with the Serve It Up with Love Charity Tennis Tournament on April 6 & 8, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,500.00 to The Child Advocacy Center, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate \$500.00 to Family Counseling Center of Mobile, Inc. (Doing Business As Lifelines Counseling Services), from District 7 Discretionary Fund (DSC 07 10041020-42080); and*

WHEREAS, *Family Counseling Center of Mobile, Inc. (Doing Business As Lifelines Counseling Services)*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Family Counseling Center of Mobile, Inc. (Doing Business As Lifelines Counseling Services), *will be used to assist with the 5th Annual Bay Area Brunch Fest.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Family Counseling Center of Mobile, Inc. (Doing Business As Lifelines Counseling Services), for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **\$350.00** to The Community Foundation of South Alabama, from District 7 Discretionary Fund (DSC 07 10041020-42080); and*

WHEREAS, *The Community Foundation of South Alabama, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Community Foundation of South Alabama, *will be used to assist with the Women's Forum set for Wednesday, September 25, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$350.00** to The Community Foundation of South Alabama, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **\$3142.50** to CC's Classic Catering, LLC, from District 7 Discretionary Fund (DSC 07 10041020-42080); and*

WHEREAS, *CC's Classic Catering, LLC, is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to CC's Classic Catering, LLC, *will be used to assist with District 7 Holiday Celebration.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$3142.50** to CC's Classic Catering, LLC, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory* wishes to appropriate **\$4,320.00** to *Orchard Elementary School*, from his discretionary funds; and

WHEREAS, *Orchard Elementary School*, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Orchard Elementary School*, will be used to assist with providing string lessons for students who demonstrate a genuine interest and potential in music., which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$4,320.00** to *Orchard Elementary School* for the purposes described hereinabove and pursuant to the language on request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **\$2500.00** to The Child Advocacy Center, Inc., from District 7 Discretionary Fund (DSC 07 10041020-42080); and*

WHEREAS, *The Child Advocacy Center, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Child Advocacy Center, Inc., *will be used to assist with the Serve It Up with Love Charity Tennis Tournament on April 6 & 8, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2500.00** to The Child Advocacy Center, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate \$1,500.00 to Mobile Law Enforcement Foundation, Inc., from District 7 Discretionary Fund (DSC 07 10041020-42080); and*

WHEREAS, *Mobile Law Enforcement Foundation, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Law Enforcement Foundation, Inc., *will be used to assist with the 2024 Annual Luncheon on Wednesday, November 20, 2024, at 12:00 p.m. at the Battle House Hotel and Spa.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Mobile Law Enforcement Foundation, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **\$2,000.00** to Playhouse In The Park, Inc., from District 7 Discretionary Fund (DSC 07 10041020-42080); and*

WHEREAS, *Playhouse In The Park, Inc.*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Playhouse In The Park, Inc., *will be used to assist with replacing the carpet in the auditorium of the theatre.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2,000.00** to Playhouse In The Park, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Laun Park - New
Splashpad

CAPITAL PROJECT #: C0746 (20002000-
48010)

CONTRACT AMOUNT: \$286,990.00 DATE OF
RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-079-
22

PROJECT DESCRIPTION: Demolition of an existing wading pool and provide
and
install new splashpad.

VENDOR NAME: Aeiker Construction Corporation

VENDOR NUMBER: 290374

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special

rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant II

Date: 10/24/2024

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: Aeiker Construction Corporation

Project Name: CIP Laun Park - New Splashpad

Project Number: PR-079-22

Amount: \$286,990.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Laun Park - New Splashpad

CAPITAL PROJECT #: C0746 (20002000-48010)

CONTRACT AMOUNT: \$286,990.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-079-22

PROJECT DESCRIPTION: Demolition of an existing wading pool and provide and install new splashpad.

VENDOR NAME: Aeiker Construction Corporation

VENDOR NUMBER: 290374

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% **X** or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant II Date: 10/24/2024



10.23.2024

Dear Council Members:

Attached to this memo is an agreement between the AEIKER CONSTRUCTION CORPORATION and the City of Mobile, for the project titled "Laun Park - Community Center Design and New Splashpad" in the amount of \$286,990.00.

We look forward to continued communication on this important project. Please call me at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

McIntyre, Shannon

251-208-7635

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2022
District:	

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

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

Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607
City of Mobile Business License Number:093998
Secretary of State Registration Number:000-034-837

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

Laun Park - New Splashpad
5401 Windmill Drive
Mobile, Alabama 36693
PR-079-22
Conversion of an existing wading pool to a new splashpad.

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Christian Preus Landscape Architecture, PLLC
307 De La Mare Avenue
Fairhope, Alabama 36532

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1635333688)

TABLE OF ARTICLES

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2	THE WORK OF THIS CONTRACT
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8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

Init.

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User Notes:

(1635333688)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Eighty-Six Thousand Nine Hundred Ninety and 00/100 (\$ 286,990.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$259,990.00

Contingency Allowance: \$10,000.00

Equipment Contingency Allowance: \$10,000.00

Site Work Contingency Allowance: \$7,000.00

Total Bid: \$286,990.00

Alternate: (N/A)

Total Contract Sum: \$286,990.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

(Table deleted)

Equipment Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

Site Work Contingency Allowance: Seven Thousand and 00/100 (\$7,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1: Provide and install one (1) cy fiber mesh reinforced concrete, broom finished per drawings. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation	CY	\$250.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents

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are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

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Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Aeiker Construction Corporation has completed the contract for PR-079-22 Laun Park – Splashpad 5401 Windmill Drive Mobile, AL 36693 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jonathan Aeiker, President
2759 Mill Street
Mobile, AL 36607
Jonathan@Aeiker.com
251-259-7995

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of

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Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or X Not Applicable.
 - I. Underground Hazard:
Included or X Not Applicable.
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence

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- B. Property damage \$1,000,000 each occurrence; or,
 - C. Bodily Injury and Property damage \$1,000,000 combined single limit
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

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The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

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§ 8.6

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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. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
Item #1	Electrical Schedule and Schematics	July 15, 2024
D-100	DEMOLITION & EROSION CONTROL PLAN	July 22, 2024
E2.0	ELECTRICAL LEGEND & NOTES	July 22, 2024
E3.0	EXISTING ELECTRICAL SITE PLAN	July 22, 2024
E4.0	NEW WORK ELECTRICAL SITE PLAN	July 22, 2024
E6.0	ELECTRICAL RISER, SCHEDULES & DETAILS	July 22, 2024
H-100	HARDSCAPE PLAN	July 22, 2024
H-200	HARDSCAPE DETAILS	July 22, 2024
SP-100	SPLASH PAD PLAN	July 22, 2024
SP-101	SPLASH PAD PLAN	July 22, 2024
SP-102	SPLASH PAD PLAN	July 22, 2024
SP-103	SPLASH PAD PLAN	July 22, 2024
SP-104	SPLASH PAD PLAN	July 22, 2024
L-100	LANDSCAPE PLAN	July 22, 2024

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.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	June 26, 2024
Section 01210	Allowances	June 26, 2024
Section 01220	Unit Prices	June 26, 2024
Section 01320	Construction Progress Documentation	June 26, 2024
Section 01330	Submittal Procedures	June 26, 2024
Section 01635	Substitution Procedures	June 26, 2024
Section 01700	Execution Requirements	June 26, 2024
Section 01731	Cutting and Patching	June 26, 2024
Section 01770	Close out Procedures	June 26, 2024
Section 01783	Project Record Documents	June 26, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	July 15, 2024
Addendum 2	July 22, 2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703

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Section 00700

with DBE Utilization Report
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form
General Conditions of the Contract for Construction-
AIA Document A201

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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{1635333686}

14

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Aeiker Construction Corporation

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Jonathan Aeiker, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jonathan Aeiker as President of Aeiker Construction Corporation and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date. Sworn to and subscribed for me this 15 day of October, 2024.

Stacy Prine
NOTARY PUBLIC

My Commission Expires: 7/15/2028



Init.

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User Notes:

(1635333686)

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation 2759 Mill Street Mobile, AL 36607, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schamburg, IL 90196, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Two Hundred Eighty-Six Thousand Nine Hundred Ninety and 00/100 (\$286,990.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Laun Park - New Splashpad (PR-079-22) 5401 Windmill Drive Mobile, Alabama 36693, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 15th day of October, 2024.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY

Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025**



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of October, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation 2759 Mill Street Mobile, AL 36607, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schamburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred Eighty-Six Thousand Nine Hundred Ninety and 00/100 (\$286,990.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Laun Park - New Splashpad (PR-079-22) 5401 Windmill Drive Mobile, Alabama 36693, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint O. M. Otts, IV **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 15th day of October, 2024

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: 
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY

Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer

Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner

Address: 3212 Midtown Park South
Mobile, AL 36606

Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

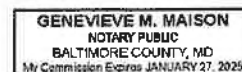
By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 15th day of October, 2024.




By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXHIBIT 3



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: Archique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" **Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	<i>Aeiker Construction Corporation</i>
Address	<i>2759 Mill St Mobile AL 36607</i>
Telephone	<i>251 259 7995</i>
E-Mail	<i>Jonathan@aeiker.com</i>

RFPI/RFP Solicitation Number	<i>PR-079-22</i>
Project Description	<i>Lawn Park - Splash Pad</i>
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ SDVO ☐
Total # of Employees	<i>25</i>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: *Jonathan Aeiker* Date: *7/20/24*
Signature: *[Signature]*
Title: *President*

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

Name: *Jonathan Aeiker* Title: *President*
Email: *Jonathan@aeiker.com* Phone: *251 259 7995*

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Acker Construction Corporation Your Bid/Proposal Amount \$ + 300,000.00

Name of Bidder/Proposer: Acker Construction Corporation

Date: 7/26/24

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: Alker Construction Corporation Phone 251 259 7995 Email Jonathan@alcker.com
Contact Person: Jonathan Alker

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

YES (X)	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.



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.

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. _____



Aeiker Construction Corporation	
Entity ID Number	000-034-837
Entity Type	Domestic Corporation
Principal Address	2759 MILL STREET MOBILE, AL 36607
Principal Mailing Address	2759 MILL STREET MOBILE, AL 36607
Status	Exists
Place of Formation	Mobile County
Formation Date	12/27/2011
Registered Agent Name	AEIKER, JONATHAN D
Registered Office Street Address	2759 MILL STREET MOBILE, AL 36607
Registered Office Mailing Address	2759 MILL STREET MOBILE, AL 36607
Nature of Business	CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	AEIKER, JONATHAN DAVID
Director Street Address	2759 MILL STREET MOBILE, AL 36607
Director Mailing Address	2759 MILL STREET MOBILE, AL 36607
Incorporators	
Incorporator Name	AEIKER, JONATHAN D
Incorporator Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporator Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Annual Reports	
Report Year	2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	12/22/2022
Agent Mailing Address Changed From	AEIKER, JONATHAN D 3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022

Aeiker Construction Corporation	
Director/Manager/Organizer Activity	*Changed AEIKER, JONATHAN DAVID
Transaction Date	12/22/2022
Principal Mailing Address Changed From	3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Principal Office Changed From	3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Registered Agent Changed From	AEIKER, JONATHAN D 3109 MARCIA DRIVE MOBILE, AL 36605
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/30/2011 Certificate of Formation 4 pgs.
Document Date / Type / Pages	12/22/2022 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/22/2022 Articles of Amendment 2 pgs.



Company ID Number: 2344384

Approved by:

Employer Aeiker Construction Corp.	
Name (Please Type or Print) Jonathan Aeiker	Title
Signature Electronically Signed	Date 12/20/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/20/2023



Company ID Number: 2344384

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Aeiker Construction Corp.
Company Facility Address	2759 Mill St. Mobile, AL 36607
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	454170601
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 2344384



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

AL	1
----	---



Company ID Number: 2344384



This list represents the first 20 Program Administrators listed for this company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2024

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: Brittany Partin PHONE (A/C, No, Ext): 251-410-8236 FAX (A/C, No): E-MAIL ADDRESS: BPartin@higginbotham.net
INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607	INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual Insurance Company INSURER B: Alabama Home Builders Self Insurance Fund INSURER C: Safety National Casualty Corporation INSURER D: Federal Insurance Company INSURER E: INSURER F:
License#: 2081754 AEIKCON-01	NAIC # 13986 0 15105 20281

COVERAGES**CERTIFICATE NUMBER:** 666980597**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	6734820	1/1/2024	1/1/2025	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 \$ 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	Y	Y	6734819	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 \$ 10,000	Y	Y	6734820	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	Y N/A	30875 SP4067497	1/1/2024 1/1/2024	1/1/2025 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
D	Leased & Rented Contractors' Equipment			4547-14-13 EUC	1/25/2024	1/25/2025	Limit Deductible \$100,000 \$1,000

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

The General Liability and Automobile Liability policies include 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 and Automobile Liability policies include 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.

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.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO 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 Aeiker Construction Corporation 2759 Mill St Mobile AL 36607	
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

Contractual Liability is provided as per the specific wording included on the Commercial General Liability Coverage Form, CG00 01 04 13.

Umbrella is Follow Form.

Job #: PR-079-22, Laun Park- New Splashpad

Complete Certificate Holder:

"City of Mobile, P. O. Box 1827, Mobile, AL 36633 (Owner); City of Mobile Architectural Engineering Department, P. O. Box 1827, Mobile, AL 36633 and Christian Preus Landscape Architecture, PLLC, 307 De La Mare Avenue, Fairhope, AL 36532 (Architects)"

Certificate Holder is included as an additional insured in respect to General Liability, Auto 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 the Certificate Holder with respect to General Liability, Auto Liability and Umbrella Liability. A 30-Day Notice of Cancellation applies except 10 days for non-pay.

Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file claim or a lawsuit against City of Mobile.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/15/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY LYON FRY CADDEN PO BOX 160927 MOBILE, AL 36616-1927		PHONE (A/C, No, Ext): +1 251 473 4600	COMPANY American Zurich Insurance Company	
FAX (A/C, No): +1 251 450 0032		E-MAIL ADDRESS: chockman@higginbotham.net		
CODE: 02046936		SUB CODE:		
AGENCY CUSTOMER ID #:				
INSURED Aeiker Construction Corp. 2759 Mill Street Mobile, AL 36607		LOAN NUMBER		POLICY NUMBER BR78100162
		EFFECTIVE DATE 10/11/2024	EXPIRATION DATE 10/11/2025	☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

5401 Windmill Drive
Mobile, AL 36693

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form Total Completed Project Value	\$286,990	\$2,500

REMARKS (Including Special Conditions)

Wind Deductible 3%

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.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Mobile PO Box 1827 Mobile, AL 36633	☐ MORTGAGEE	☒ ADDITIONAL INSURED
	☐ LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>O. M. OHSIE</i>	

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

- ☒ **New Policy** **BR78100162**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Aeiker Construction Corp.
2759 Mill Street
Mobile, AL 36607

2. Producer Information:

- A Name: LYON FRY CADDEN
PO BOX 160927
MOBILE, AL 36616-1927
B Telephone # +1 251 473 4600
C Fax # +1 251 450 0032
D Zurich Producer # 02046936
E Field Office Name
F Field Office Code

- 3. Policy Period – From:** 10/11/2024 **To:** 10/11/2025
12:01 a.m. at your mailing address above.

- 4. Form of Business:** ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

- 5. Limits of Insurance** (*either One-Shot or Reporting Form as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

- ☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

- | | |
|---|------------|
| A) Any one building or structure | \$ |
| B) All covered property at all locations | \$ |
| C) Rate | Per Report |
| D) Premium | Per Report |
| E) Total Taxes and Surcharges | Per Report |
| (per attached endorsement – N/A in NY) | |
| F) Total Fully Earned Policy Premium | Per Report |

- ☒ **One-Shot (non-reporting form/single structure policy)**

- ☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

5401 Windmill Drive
Mobile, AL 36693

New Construction

- | | | |
|--|----|---------|
| A) Any one building or structure | \$ | 0 |
| B) All covered property at all locations | \$ | 286,990 |
| (same as A unless otherwise noted) | | |

Remodeling

- | | | |
|-------------------------------------|----|----------|
| D) Renovations and improvements | \$ | |
| E) Existing buildings or structures | \$ | |
| F) Rate | \$ | 0.45 |
| G) Premium | \$ | 1,307.00 |
| H) Total Taxes and Surcharges | \$ | 0.00 |
| (per attached endorsement) | | |

- | | | |
|---|----|----------|
| I) Total Fully Earned Policy Premium | \$ | 1,307.00 |
| (minimum premium applicable) | | |

- 6. Deductible:** ☐ \$500 ☐ \$1,000 ☒ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date: _____ By: _____ Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER BR78100162	POLICY CHANGES EFFECTIVE From 10/11/2024To 10/11/2025	COMPANY American Zurich Insurance Company
NAMED INSURED Aeiker Construction Corp. 2759 Mill Street Mobile, AL 36607		AUTHORIZED REPRESENTATIVE LYON FRY CADDEN PO BOX 160927 MOBILE, AL 36616-1927
COVERAGE PARTS AFFECTED Builders Risk Coverage		
CHANGES Additional Insured: City of Mobile PO Box 1827 Mobile, AL 36633 Additional Insured: Architectural Engineering Department PO Box 1827 Mobile, AL 36633-1827 Additional Insured: Christian Preus Landscape Architecture, LLC 307 De La Mare Ave Fairhope, AL 36532		

Authorized Representative Signature

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR78100162

Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)

LIMIT OF INSURANCE

a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	\$ 50,000
Re-erection Of Scaffolding	\$ 25,000
c. Debris Removal	\$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 25,000
e. Fire Department Service Charge	\$ 25,000
f. Valuable Papers And Records	\$ 50,000
g. Pollutant Clean-Up And Removal	\$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	\$ 286,990
Increased Cost Of Construction	\$ 286,990
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$ 286,990
i. Preservation Of Property	Included
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 120,000
l. Property In Transit	\$ 120,000
m. Claim Preparation Expense	\$ 10,000
n. Contract Penalties	\$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ Business Income (HBIS-95)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ Business Income And Extra Expense (HBIS-82)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ Development Or Subdivision Fences, Walls And Signs (HBIS-58)	\$
☐ Expediting Expense (HBIS-93)	\$
☐ Extra Expense (HBIS-92)	\$
☐ Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)	\$
☐ Soft Costs Coverage (HBIS-88)	\$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
☐ Builders Risk Green Building (HBIS-96)	\$
Limit Of Liability	
"LEED® Building Rating"	

Policy Number BR78100162

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Aeiker Construction Corp.

Effective Date: 10/11/2024

12:01 A.M., Standard Time

Agent Name: LYON FRY CADDEN

Agent No.: 02046936

FM170001(04/10), IL1201(11/85), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), 15100(01/24), CM9908(08/21), CM9912(12/23), HBIS-1(04/09), HBIS-43(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

U-GU-619-A CW (10/02)



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Harmon Park Softball Dugout Improvements

CAPITAL PROJECT #: C0960 (20002000-48010)

CONTRACT AMOUNT: \$38,240.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-051-24

PROJECT DESCRIPTION: Construction of new dugouts at ball field and concrete paving to connect with existing walkways and park.

VENDOR NAME: JPayne Organizations, LLC

VENDOR
NUMBER: 294936

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant II Date: 11/07/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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: JPayne Organizations, LLC

Project Name: CIP Harmon Park Softball Dugout Improvements

Project Number: PR-051-24

Amount: \$38,240.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **CIP Harmon Park Softball Dugout Improvements**

CAPITAL PROJECT #: **C0960 (20002000-48010)**

CONTRACT AMOUNT: **\$38,240.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **PR-051-24**

PROJECT DESCRIPTION: **Construction of new dugouts at ball field and concrete paving to connect with existing walkways and park.**

VENDOR NAME: **JPayne Organizations, LLC**

VENDOR NUMBER: **294936**

DEPT #: **3032** DEPT NAME: **ARCHITECTURAL ENGINEERING**

CONTRACT ADMINISTRATOR: **CASSIE BOATWRIGHT** (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% **X** or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: **Emma Dean** – Office Assistant II Date: **11/07/2024**



11.06.2024

Dear Council Members:

Attached to this memo is an agreement between the JPAYNE ORGANIZATION and the City of Mobile, for the project titled "Harmon Park Softball Dugouts" in the amount of \$38,240.00.

We look forward to continued communication on this important project. Please call me at (251) 208-6035 or email me at will.mastin@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Mastin, Will

Architectural Engineer
Architectural Engineering
(251) 208-6035

Information on this project is follows:

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

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

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

JPayne Organizations, LLC.
2655 Airport Blvd
Mobile, AL 36606
City of Mobile Business License Number: 79742
Secretary of State Registration Number: 000-429-657

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

Harmon Park Softball Dugout Improvements
1611 Belfast Street
Mobile, Alabama 36605
PR-051-24
Scope: New dugouts to replace existing dugout area at the softball field. Subsequential site work will also be included for connectivity.

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Seventy (70) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Thirty-Eight Thousand Two Hundred Forty and 00/100 (\$ 38,240.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$33,240.00

Contingency Allowance: \$5,000.00

Total Bid: \$38,240.00

Alternate: N/A

Total Contract Sum: \$38,240.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Five Thousand and 00/100 (\$5,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or *(Table deleted)* undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1: Provide and install 5" thick X 6 feet wide fiber mesh reinforced concrete sidewalk, broom finished per specifications. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	LF	\$225.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2** a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

"The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been

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done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that JPayne Organizations, LLC. has completed the contract for PR-051-24 Harmon Park Softball Dugout Improvements, 1611 Belfast Street Mobile, Alabama 36605 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Joseph Payne, Managing Member
2655 Airport Blvd
Mobile, AL 36606
J.Payne@live.com
251-454-1154

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America,

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Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
- | | | |
|----|---------------------------|---------------------------|
| A. | Bodily Injury by Accident | \$1,000,000 each accident |
| B. | Bodily Injury by Disease | \$1,000,000 each employee |
| C. | Bodily Injury by Disease | \$1,000,000 each policy |
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | | |
|----|-----------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury and Property Damage | \$1,000,000 combined single limit |
| D. | Damage to Rented Premises | \$1,000,000 each occurrence |
- .6 Such comprehensive policy shall include the following:
- | | | |
|----|---|-------------------|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. | |
| B. | Subcontractor's Operations. | |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. | |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. | |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below | |
| F. | Broad Form Property Damage Coverage, including Completed Operations. | |
| G. | Personal Injury Liability, with employee's exclusions removed. | |
| H. | Explosion and Collapse Hazard: | |
| | Included or | X Not Applicable. |
| I. | Underground Hazard: | |
| | Included or | X Not Applicable. |
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|-------------------|----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and | |

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- | | | |
|-----|--|--|
| | Property damage | \$1,000,000 combined single limit |
| .8 | Umbrella/Excess Liability: | \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage |
| .9 | Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment. | |
| | <p>A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.</p> <p>B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.</p> <p>C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.</p> <p>D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.</p> <p>E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.</p> | |
| .10 | A Surety authorized to do business in the State of Alabama shall furnish the required Insurance. | |
| .11 | The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate. | |
| .12 | The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00. | |
| .13 | "In Rem" endorsement. | |

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The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

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. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1** AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

- .2** AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

- .3** Drawings

Number	Title	Date
	Harmon Park Proposed Baseball Dugouts	August 20, 2024

- .4** Specifications

Section	Title	Date
DIVISION 0	BIDDING AND CONTRACT REQUIREMENTS	August 28, 2024
Section 00100	Invitation to Bid	August 28, 2024
Section 00200	Instructions to Bidders – AIA Documents A701	August 28, 2024
Section 00300	Supplementary Instructions to Bidders	August 28, 2024
Section 00410	Bid Form	August 28, 2024
	Sales Tax Form C-3A	August 28, 2024
	Office of Supplier Diversity Subcontracting and Major Supplier Plan	August 28, 2024
Section 00500	Standard form of Agreement Between Owner and Contractor –AIA Documents A101 (with Owner's modifications)	August 28, 2024
Section 00600	Bonds, Certificates and Affidavits	August 28, 2024

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	Performance Bond (Owner's modified form)	August 28, 2024
	Labor and Material Payment Bond (Owner's modified form)	August 28, 2024
	Application and Certificate for Payment – AIA Document G702 and AIA Document G703 with DBE Utilization Report	August 28, 2024
	Certificate of Substantial Completion – AIA Document G704	August 28, 2024
	Contractor's Affidavit of Payment of Debts and Claims – AIA Document G706	August 28, 2024
	Contractor's Affidavit of Release of Liens – AIA document G706A	August 28, 2024
	Consent of Surety to Final Payment – AIA Document G707	August 28, 2024
	Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form	August 28, 2024
	E-Verify Documentation (Sample)	August 28, 2024
Section 00700	General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)	August 28, 2024
	GENERAL REQUIREMENTS	
DIVISION 1	Summary of Work	August 28, 2024
Section 01010	Allowances	August 28, 2024
Section 01210	Unit Prices	August 28, 2024
Section 01220	Construction Progress Documentation	August 28, 2024
Section 01320	Submittal Procedures	August 28, 2024
Section 01330	Execution Requirements	August 28, 2024
Section 01700	Cutting and Patching	August 28, 2024
Section 01731	Close out Procedures	August 28, 2024
Section 01770	Project Record Documents	August 28, 2024
Section 01783	SITework	August 28, 2024
DIVISION 2	Selective Demolitions	August 28, 2024
Section 024119	CONCRETE	August 28, 2024
DIVISION 3	Concrete Paving, Curbs and Walks	August 28, 2024
Section 36200	EXTERIOR IMPROVEMENTS	August 28, 2024
DIVISION 32	Chain Link Fences and Gates	August 28, 2024
Section 32310		August 28, 2024
DIVISION 33	Locations of Existing Utilities	
Section 33052		August 28, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	September 9, 2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: JPayne Organizations, LLC.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Joseph Payne, Managing Member
(Printed name and title)

ATTEST:

City Clerk

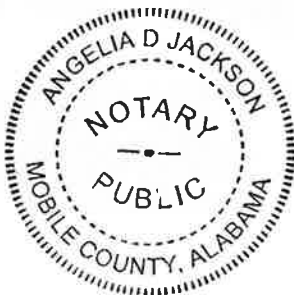
STATE OF _____
COUNTY OF _____

Alabama
Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph Payne as Managing Member of JPayne Organizations, LLC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 27 day of September, 20 24.

Angelia D. Jackson
NOTARY PUBLIC

My Commission Expires: _____



Angelia D Jackson
Notary Public, Alabama State At Large
My Commission Expires 12/27/2027

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PERFORMANCE BOND

Jet Insurance Company
6701 Carmel Rd Ste 250

Charlotte NC 28226

Bond No.: **BB496774**

CONTRACTOR:

(Name, legal status and address)

JPayne Organization LLC
2655 Airport Boulevard, Mobile, AL 36606

SURETY:

(Name, legal status and principal place of business)

Jet Insurance Company
6701 Carmel Rd Ste 250 Charlotte NC 28226

OWNER:

(Name, legal status and address)

City of Mobile
PO Box 1827
Mobile AL 36633

CONSTRUCTION CONTRACT

Date:

Amount: **Thirty-eight Thousand Two Hundred Dollars (\$38,240.00)**

Description:

(Name and location)

HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS
1611 Belfast Street, Mobile, AL 36605

BOND

Date: **09/17/2025**

(Not earlier than Construction Contract Date)

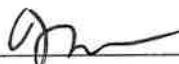
Amount: **Thirty-eight Thousand Two Hundred Dollars (\$38,240.00)**

Modifications to this Bond: ☒ X ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

JPayne Organization LLC

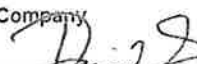
Signature: 

Name and Title: **Joseph Payne**

SURETY

Company:

Jet Insurance Company

Signature: 

Name and Title: **David Gonsalves**

Attorney in Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Bond Exchange Inc., a Wholesale Insurance Agency
6701 Carmel Rd, Ste 250 Charlotte, NC 28226
800-438-1162

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

PAYMENT BOND

Jet Insurance Company
6701 Carmel Rd Ste 250

Charlotte NC 28226

Bond No.: BB496774

CONTRACTOR:

(Name, legal status and address)

JPayne Organization LLC
2655 Airport Boulevard, Mobile, AL 36606

SURETY:

(Name, legal status and principal place of business)

Jet Insurance Company
6701 Carmel Rd Ste 250 Charlotte NC 28226

OWNER:

(Name, legal status and address)

City of Mobile
PO Box 1827
Mobile AL 36633

CONSTRUCTION CONTRACT

Date:

Amount: Thirty-eight Thousand Two Hundred Dollars (\$38,240.00)

Description:

(Name and location)

HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS
1611 Belfast Street, Mobile, AL 36605

BOND

Date: 09/17/2025

(Not earlier than Construction Contract Date)

Amount: Thirty-eight Thousand Two Hundred Dollars (\$38,240.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

JPayne Organization LLC

Signature: 

Name and Title: Joseph Payne

SURETY

Company:

Jet Insurance Company

Signature: 

Name and Title: David Gonsalves Attorney in Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Bond Exchange Inc., a Wholesale Insurance Agency
6701 Carmel Rd, Ste 250 Charlotte, NC 28226
800-438-1162

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state, in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

JET INSURANCE COMPANY

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	\$38,240.00

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.



JET INSURANCE COMPANY

Spencer Siino

Richard Popp

STATE OF NORTH CAROLINA
County of Mecklenburg

Spencer Siino, President

Richard Popp, Secretary

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt
Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of September, 2024.



Richard Popp

Richard Popp, Secretary



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

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **“DBEs”**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **“Good Faith” Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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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.

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205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	JPAYNE ORGANIZATION
Address	2655 AIRPORT BLVD MOBILE AL 36606
Telephone	251-471-0001
E-Mail	J.Payne@live.com

RFP/RFQ Solicitation Number	Project # PR-051-24
Project Description	HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male <u>4</u> Female <u>1</u> Minority <u>4</u> Non-minority <u>1</u> SDVO _____ Total #of Employees <u>5</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne

Signature:  Date: 9/17/24

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: Joseph Payne Title: Owner

Email: J.Payne@live.com Phone: 251-471-0001



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

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251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company JPayne Organization Your Bid/Proposal Amount \$ 42000 Date: 9/17/24
Description Langan Park
Name of Bidder/Proposer: JPayne Organization

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
JPayne Organization	251-471-0001	Manage/ All Other	10000	23	Y	
Freedom Construction	2512696435	Concrete	10000	23	N	
Tornado Fence	2513312568	Fence	12000	25	N	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: JPayne Organization

Contact Person: Joseph Payne Phone 251-471-0001 Email J.Payne@live.com

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

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



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.

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. _____



JPayne Organizations, LLC			
Entity ID Number	000-429-657		
Entity Type	Domestic Limited Liability Company		
Principal Address	MOBILE, AL		
Principal Mailing Address	Not Provided		
Status	Exists		
Place of Formation	Mobile County		
Formation Date	01/26/2009		
Registered Agent Name	PAYNE, JOSEPH		
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619		
Registered Office Mailing Address	Not Provided		
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/RENT REAL PROPERTY		
Members			
Member Name	PAYNE, JOSEPH		
Member Street Address	Not Provided		
Member Mailing Address	Not Provided		
Annual Reports			
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023		
Scanned Documents			
Purchase Document Copies			
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.		

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



Company ID Number: 468942
Client Company ID Number: 685566

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer jpayne organization

Joseph Payne
Name (Please Type or Print)

Signature

Owner

Title

6/26/13

Date

E-Verify Employer Agent Alabama Department of Homeland Security

Donyelle Marshall

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/26/2013

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: jpayne organization



Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address: 2655 airport blvd

mobile, AL 36606

County or Parish: MOBILE

Employer Identification
Number: 202394360

North American Industry
Classification Systems
Code: 813

Administrator: Joseph Payne

Number of Employees: 1 to 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2024

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 Millsaps Insurance Agency 519 Azalea Road Mobile, AL 36609	CONTACT NAME: Nelson Martin	FAX (A/C, No): (251)380-0002	
	PHONE (A/C, No, Ext): (251)344-0427	E-MAIL ADDRESS: n.martin@millsapsinsurance.com	
INSURED Joseph Payne DBA: JPayne Organizations, LLC 2655 Airport Blvd. Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Alabama Home Builders Self Insured Fund		
	INSURER B: Safety National Casualty Corporation		15105
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 00010690-698216

REVISION NUMBER: 9

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/A	37211	01/01/2024	12/31/2024	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Work Comp Excess			SP4067497	01/01/2024	12/31/2024	Aggregate 1,000,000

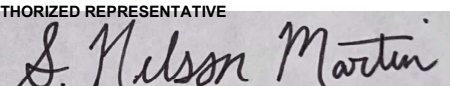
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS PR-051-24

By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	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  (SNM)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2024

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  STATE FARM INSURANCE STEVE HOLLEY, AGENT 7221 GRELOT RD STE A MOBILE AL 36695	CONTACT NAME: ASHLEY BUTLER PHONE (A/C No. Ext): 2517767797 FAX (A/C No.): 2517767705 E-MAIL ADDRESS: ASHLEY.BUTLER.M1KU@STATEFARM.COM
INSURED JPAYNE ORGANIZATION, LLC JOSEPH PAYNE 2655 AIRPORT BLVD MOBILE AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: ☐ INSURER C: ☐ INSURER D: ☐ INSURER E: ☐ INSURER F: ☐

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

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

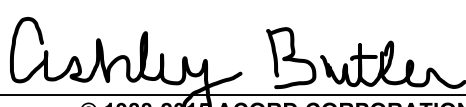
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	225 8175-E20-01C	05/20/2024	11/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐	☒ OCCUR ☐ CLAIMS-MADE	Y	Y	01-BZ-M431-8	04/29/2024	04/29/2025 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 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)

City of Mobile is included as an Additional Insured in respect to 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 Automobile Liability and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS PR-051-24

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2024

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 Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	CONTACT NAME: PHONE (A/C No. Ext): 251-660-0076 FAX (A/C No): 251-660-1594 E-MAIL ADDRESS:														
INSURED JPayne Organization, LLC 2655 AIRPORT BLVD MOBILE, AL 36606	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: CRC/Evanston Ins Co</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></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: CRC/Evanston Ins Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: CRC/Evanston Ins Co															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Contractual liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X	X	3AA821539	09/04/24	09/04/25	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
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB 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				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name:HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS s
Project Number: PR-051-24

City of Mobile is included as additional insured with respect to general liability this policy shall be primary and non contributory with waiver of subrogation ,included 30 day notice of cancellation for non renewal or material change shall apply (except 10 days for non payment)per the blanket additional insured endorsement per written contract

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

Richard F Thompson Sr.

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 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 Gametime for new playground equipment for Figures Park.

CIP

Amount of Contract:

\$598,995.37

Funding Source

CIP

ATTACHMENTS:

1. 20241106 Gametime Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 12 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 Gametime

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gametime for new playground equipment for Figures Park.
CIP

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$598,995.37

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): NA

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

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>1434</u>	2025	(3032) ARCHITECTURAL ENGINEERING	NEW PLAYGROUND EQUIPMENT FOR FIGURES PARK (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$598,995.37	(<u>289913</u>) <u>GAMETIME</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617
--	--

Delivery Reference
BRENDA PARKER

Deliver To
MICHAEL FIGURES COMMUNITY CENT
666 DONALD STREET

MOBILE, AL 36617
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER OMNIA CONTRACT 2017001134 AND YOUR QUOTE 105276				
APPROVED PER JOHN PAINE PER TELEPHONE CONVERSATION THIS IS LESS THAN 50%				
INCIDENTIAL TO THE PURCHASE				
001	GameTime - Owner's Kit 178749	1.00 EACH	89.00000	89.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			89.00

Ship To
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666 DONALD STREET
MOBILE, AL 36617
Delivery Reference
BRENDA PARKER

002	GameTime - 105276-DG Ages 5-12 Play Structure RDU	1.00 EACH	151160.34000	151160.34
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			151160.34
Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER				
003	GameTime - Modem City V Series 1 (Roto/1G) MCV1RI	1.00 EACH	22673.93000	22673.93
1	2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			22673.93

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 3

Vendor
 GAMETIME
 P O BOX 1178

 PELHAM, AL 35124

 Tel#205-368-9279
 Fax 205-663-5012

Ship To
 MICHAEL FIGURES COMMUNITY CENT
 666 DONALD STREET

 MOBILE, AL 36617

 Delivery Reference
 BRENDA PARKER

 Deliver To
 MICHAEL FIGURES COMMUNITY CENT
 666 DONALD STREET

 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER			
004	GameTime - Custom 2 Sided HPL Panel- Michael Figures custom graphics 05397RP	1.00 EACH	3228.00000	3228.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			3228.00
	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER			

005	GameTime - GT Splash 6257SP	1.00 EACH	52521.00000	52521.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			52521.00
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Ship To
 MICHAEL FIGURES COMMUNITY CENT
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 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

Deliver To
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 666 DONALD STREET
 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

006	GameTime - SkyRun Zip Track 35 ft Zero G & Zip Db 91862	1.00 EACH	25419.18000	25419.18
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 5

Vendor
 GAMETIME
 P O BOX 1178

 PELHAM, AL 35124

 Tel#205-368-9279
 Fax 205-663-5012

Ship To
 MICHAEL FIGURES COMMUNITY CENT
 666 DONALD STREET

 MOBILE, AL 36617

Delivery Reference
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Deliver To
 MICHAEL FIGURES COMMUNITY CENT
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MOBILE, AL 36617
 Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			25419.18

Ship To
 MICHAEL FIGURES COMMUNITY CENT
 666 DONALD STREET
 MOBILE, AL 36617
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Deliver To
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 666 DONALD STREET
 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

007 GameTime - Duo Spinner 6376	1.00 EACH	1914.48000	1914.48
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1 2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.		1914.48
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Ship To
 MICHAEL FIGURES COMMUNITY CENT
 666 DONALD STREET
 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER			

008	Superior - Triangle sail Shade CSD88232	1.00 EACH	16826.59000	16826.59
1	2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			16826.59

Ship To
 MICHAEL FIGURES COMMUNITY CENT
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 666 DONALD STREET
 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

009	Superior - Sealed Drawings DWGs	1.00 EACH	800.00000	800.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			800.00

Ship To
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 666 DONALD STREET
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Deliver To
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 666 DONALD STREET
 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

010 GameTime - NOS Play On Sign Package-14927 GameTime - NOS Nature Grounds Sign Package-14930 GT-lmpax - 6,495 sqft of Poured in Place Rubber Safety Surfacing - Installed- COLOR IS 50/50 BLACK/STANDARD 1.75" THICKNESS FOR 4' CFH 915 SF 3.75" THICKNESS FOR 8' CFH 4072 SF 4.75" THICKNESS FOR 10' CFH 1828 SF PIP	1.00 EACH	136800.85000	136800.85
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1 2000.80.00.0000.0000.0000.0000.48010.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617
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Delivery Reference
 BRENDA PARKER

Deliver To
 MICHAEL FIGURES COMMUNITY CENT
 666 DONALD STREET

MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0923	.CONSTRUCTN.			136800.85

Ship To
 MICHAEL FIGURES COMMUNITY CENT
 666 DONALD STREET
 MOBILE, AL 36617
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Deliver To
 MICHAEL FIGURES COMMUNITY CENT
 666 DONALD STREET
 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

011	GameTime - Installation of Play Equipment INSTALL	1.00 EACH	179690.00000	179690.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			179690.00
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Ship To
 MICHAEL FIGURES COMMUNITY CENT
 666 DONALD STREET
 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER			
012	FREIGHT	1.00 EACH	7872.00000	7872.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.48010. E C0923 .CONSTRUCTN.			7872.00
	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER			
	Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER			

[Requisition Link](#)

Requisition Total

598995.37

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001434-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 10

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER Deliver To MICHAEL FIGURES COMMUNITY CENT 666 DONALD STREET MOBILE, AL 36617 Delivery Reference BRENDA PARKER
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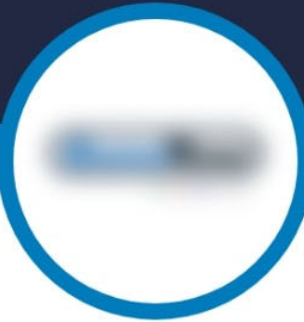
Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/24	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E C0923 .CONSTRUCTN.		598995.37	55707.49

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.		598995.37	
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION			

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	11/01/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	11/01/24	CASSIE BOATWRIGHT	
Approved	11/04/24	BRENDA RHODES	
Approved	11/04/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/04/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	11/06/24	SANDRA LEWIS	
Approved	11/06/24	DONALD ROSE	Auto approved by: 910518227
Approved	11/06/24	SANDRA LEWIS	
Approved	11/06/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	11/06/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	11/06/24	LONELL HARRIS	Auto approved by: 910518227
Approved	11/06/24	ANNE FOLEY	Auto approved by: 910518227
Approved	11/06/24	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature



GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

Since 1929, GameTime has pursued a mission of enriching childhood through play. We've combined our passion for play with contemporary design, world-class manufacturing and standards-based programs and curriculum. Our local network of representatives and certified installers, coupled with industry-leading research and expertise, enables us to provide playground equipment that communities can enjoy for years to come.

Click Your Industry

[Education | Government](#)

[Nonprofit](#)

[Corporate | Enterprise](#)

[Real Estate](#)

[Private Equity](#)

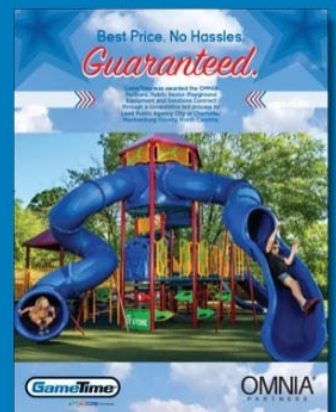
Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price – no hassles, guaranteed.

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

City of Charlotte, NC | 2017001134



[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)

GameTime Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

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

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022

Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2026

Executive Summary

- [Uniform Guidance](#)
- [Due Diligence](#)
- [Due Diligence](#)

Master Agreement Documents

- [GameTime Contract 2017001134](#)
- [GameTime Contract 2017001134](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)

×

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Accept

Decline

- [Contract Amendment 12](#)
- [Contract Amendment 13](#)
- [Contract Amendment 14](#)
- [Contract Amendment 15](#)

Solicitation Process

- [RFP Playground Equipment 269-2017-028](#)
- [RFP 269-2017-028 Addendum 1](#)
- [RFP 269-2017-028 Addendum 2](#)
- [RFP 269-2017-028 Addendum 3](#)
- [RFP 269-2017-028 Postings Document](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER



[Privacy Policy](#) | [Terms of Use](#)

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

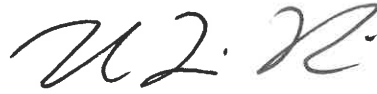
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 CIP Citywide Street Assessment COM Project: 2025-3005-04

PROJECT #: C0994 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Construction consultation, analysis and planning.

CONTRACT AMOUNT: \$280,000.00

VENDOR NAME: International Cybernetics Company, LP DBA IMS Infrastructure Management Services

VENDOR NUMBER: 295494

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y N **X**; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date 11/4/2024

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: International Cybernetics Company, LP DBA IMS Infrastructure
Management Services

Project Name: 2025 CIP Citywide Street Assessment
COM Project# 2025-3005-04

Estimated Cost: \$280,000.00

Adopted:

City Clerk



**2025 CIP CITYWIDE
STREET ASSESSMENT**

PROJECT NO. 2025-3005-04

**CONSULTANT:
INTERNATIONAL CYBERNETICS COMPANY, LP
DBA IMS INFRASTRUCTURE MANAGEMENT SERVICES**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and INTERNATIONAL CYBERNETICS COMPANY, LP dba **IMS INFRASTRUCTURE MANAGEMENT SERVICES**. (hereinafter called the "CONSULTANT").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Consultant setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The company assigned to perform consulting services for this project. The company so assigned to this project is International Cybernetics Company, LP dba **IMS Infrastructure Management Services**.

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer for the for all phases as set out in Exhibit A.

PROJECT – **2025 CIP Citywide Street Assessment, City of Mobile Project No. 2025-3005-04.** The project consists of pavement, inlet, and curb and gutter inventory collection; inlet condition assessment; image deliverables; GIS linkage; pavement analysis, plan, and report development; and a results presentation to Council.

II. STANDARDS

The CITY hereby retains the CONSULTANT and the CONSULTANT agrees to perform for the CITY all necessary professional services in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT, in the preparation of all items pertaining to this project, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The cost for the these services will be covered by this initial Agreement. Subsequent phases will be addressed in the future based on the availability of funds and on the findings of the initial findings of this project.

The CONSULTANT shall submit, in writing, for the CITY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The CITY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The CITY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

Requirements under this task shall include all work necessary to produce deliverables (See Exhibit A "Proposed Scope of Services" for details) which shall include:

- 1) GIS layers that function within the City of Mobile's current GIS program. The CONSULTANT shall maintain the original attributes (fields) of the features provided by the CITY's GIS department in their deliverables. The GIS layers shall include comparable condition ratings of all city maintained streets, inlets, and curb and gutter.
- 2) A proposed pavement management plan
- 3) A pavement management report
- 4) A results presentation to the CITY COUNCIL that compares street conditions reported in the previous assessment and street conditions observed under this CONTRACT.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a Notice to Proceed. The CITY and the CONSULTANT mutually agree upon the schedule and completion time for the phases of this Agreement to be as outlined in Exhibit A.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the CONSULTANT each binds itself, its successors and assigns, to the other party of this Agreement, in respect to all covenants of this CONTRACT. CONSULTANT shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this Agreement shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this Agreement will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT's liability for any breach thereof.
- E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this Agreement.

V. BASIS OF PAYMENT

- A. Subject to the provisions below, CITY agrees to pay the CONSULTANT, as compensation for such professional consulting and engineering services, as authorized by the CITY as follows:
 - 1. Task Order 1 for Project Initiation shall be paid in accordance with Exhibit A and shall not exceed \$27,335.00 (Twenty-Seven Thousand Three Hundred Thirty-Five Dollars and Zero Cents).

2. Task Order 2 for Pavement and Asset Data Collection shall be paid in accordance with Exhibit A and shall not exceed \$149,244.48 (One Hundred Forty-Nine Thousand Two Hundred Forty-Four Dollars and Forty-Eight Cents).
3. Task Order 3 for Data Management and Reporting shall be paid in accordance with Exhibit A and shall not exceed \$60,560.00 (Sixty Thousand Five Hundred and Sixty Dollars and Zero Cents).
4. Total Compensation for the three tasks will not exceed \$237,139.48 (Two Hundred Thirty-Seven Thousand One Hundred Thirty-Nine Dollars and Forty-Eight Cents). Compensation for each task order will only be paid once all deliverables listed under that task have been received.
5. Failure to perform any service identified in a Notice to Proceed shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the CONSULTANT the expense of additional services only upon and in accordance with a Notice to Proceed. Additional services, if initiated, shall be based on hourly rates in EXHIBIT D and shall not exceed \$42,860.52 (Forty two thousand, eight hundred sixty and 52 cents).
2. In the event of termination of this Agreement due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consultants of its choice to complete the Project. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other consultants.

B. LIMITATION OF CONSULTANTING COMPENSATION

Notwithstanding any other provision of this Agreement or any Notice to Proceed to the contrary, total and inclusive compensation and fees to be paid the CONSULTANT associated with the above mentioned PROJECT shall not exceed \$280,000.00 (Two Hundred Eighty thousand and zero cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION**: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, CONSULTANT under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements.

The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

B. STANDARD OF PERFORMANCE: The 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.

C. INSURANCE- For the duration of this Agreement,CONSULTANT shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:

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

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

D. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the CONSULTANT represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This CONTRACT 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.

XII. E-BUILDER

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

XII. WORK PRODUCT

All right, title, and interest in and to the work products provided by CONSULTANT to CITY shall be the property of CITY. Work Product shall include all data, charts, reports, maps and other documents produced in connection with this Agreement. Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

**INTERNATIONAL CYBERNETICS
COMPANY, LP dba IMS
INFRASTRUCTURE MANAGEMENT
SERVICES.**

By: _____

Print: John Till

Its: CFO

Address: 10630 75th Street

Largo FL 33777

Telephone: 727-547-0696

State of Florida
County of Pinellas

I, Lois Mary Somers, a Notary Public in and for said State and County, hereby
certify that John Till, whose name as CFO of

**INTERNATIONAL CYBERNETICS COMPANY, LP dba IMS INFRASTRUCTURE
MANAGEMENT SERVICES..** is signed to the foregoing

conveyance and who are known to me acknowledged before me on this day, that, being informed
of these contents of the conveyance, he as such officer and with full authority, executed the same
voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 21st day of October, 2024.

Lois Mary Somers
NOTARY PUBLIC

My Commission Expires: Feb. 15, 2025

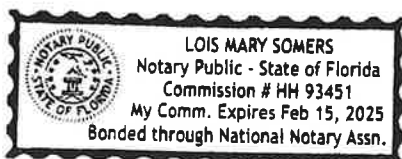


EXHIBIT A: SCOPE OF SERVICES

Scope of Services

Project Setup and Kickoff	1	Lump Sum	\$2,500.00		\$2,500.00
GIS Review and Survey Extents Verification	1,115	Test Miles	\$15.00		\$16,725.00
Mobilization/Calibration	1	Lump Sum	\$1,950.00		\$1,950.00
Project Management	1	Lump Sum	\$6,160.00		\$6,160.00
Task Order #1 Total					\$27,335.00

Field Data Collection - IrisPRO Pave	1,232	Test Miles	\$76.34		\$94,050.88
Asset Inventory - Drainage Structures (Inlets)	1,232	Test Miles	\$27.20		\$33,510.40
Asset Inventory - Curb & Gutter	1,232	Test Miles	\$17.60		\$21,683.20
Task Order #2 Total					\$149,244.48

Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	1,232	Test Miles	\$30.00		\$36,960.00
Easy Street Analysis (ESA) Pavement Management Plan (PMP)	1	Lump Sum	\$14,000.00		\$14,000.00
Pavement Management Report	1	Lump Sum	\$9,600.00		\$9,600.00
Inform Web Hosting (SST)	1,232	Per year per mile	\$1.20	100%	\$0.00
Inform - 1,200 to 2,400 lane miles	1	Per Year	\$8,000.00	100%	\$0.00
Results Presentation to City Council	1		0.00		\$0.00
Task Order #3 Total					\$60,560.00

Task Order #1,#2, & #3 Total

\$237,139.48

EXHIBIT B: PROJECT ESTIMATE

PROJECT – 2025 CIP Citywide Street Assessment, City of Mobile Project No. 2025-3005-04.

The project consists of pavement, inlet, and curb and gutter inventory collection; inlet condition assessment; image deliverables; GIS linkage; pavement analysis, plan, and report development; and a results presentation to Council.

ESTIMATED CONSULTANT SERVICES COST - Total fees to be paid the ENGINEER shall not exceed \$280,000.00 (Two Hundred Eighty Thousand Dollars and Zero Cents) unless authorized by the CITY.

CITY DISTRICT: ALL

FUNDING SOURCE: 2025 CIP, (C0994)

EXHIBIT C: FEE SCHEDULE

Task Order 1 Phase.....	\$27,335.00
Task Order 2 Phase.....	\$149,244.48
Task Order 3 Phase.....	\$60,560.00
Additional Services.....	\$42,860.52
<u>Contract Not to Exceed</u>	<u>\$280,000.00</u>

EXHIBIT D: SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, INSURANCE
CERTIFICATION, AND DBE
UTILIZATION REPORT



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

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

Contact Office of Supplier Diversity for
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Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	International Cybernetics Company, LP dba IMS Infrastructure Management Services
Address	10630 75th Street Largo FL 33777
Telephone	727-547-0696
E-Mail	financeadmin@icc-ims.com

RFP/RFQ Solicitation Number	2025-3005-04
Project Description	2025 City of Mobile Street Assessment
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>62</u> Female <u>20</u> Minority <u>26</u> Non-minority <u>56</u> SDVO <u>0</u> Total #of Employees <u>82</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Lois Somers

Signature: Lois Somers Digitally signed by Lois Somers
DN: cn=Lois Somers, c=US,
o=International Cybernetics Company, LP,
email=lois@internationalcybernetics.com,
Date: 2024.10.08 16:50:43 -0400 Lois Somers Date: 10/8/24

Title: Senior, Finance & Admin

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: Chris Farley Title: Client Services Manager

Email: cfarley@icc-ims.com Phone: 854-458-7052

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021



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

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

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company ICC-IMS Your Bid/Proposal Amount \$ 237,139.48 Date: 10 / 8 / 2024
Description 2025 City of Mobile Street Assessment
Name of Bidder/Proposer: International Cybernetics Company, LP dba IMS Infrastructure Management Services

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
N/A						



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

Form 2: Good Faith Effort Documentation

Name of Bidder: International Cybernetics Company, LP dba IMS Infrastructure Management Services

Contact Person: Chris Farley Phone 854-458-7052 Email cfarley@icc-ims.com

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

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



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

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.

X 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.

All work is performed by ICC-IMS directly.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael Nieminen (affiant) who, being duly sworn says as follows:

President/CEO of

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 CEO for ICC-IMS 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.

International Cybernetics

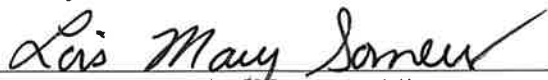
I further attest that said Company, LP is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 185518.

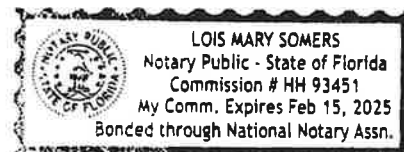


CEO of International Cybernetics Company, LP dba IMS Infrastructure Management Services

Sworn to and subscribed before me this the 8th day of October, 2024

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


Signature and Seal of Notary Public



Client#: 1501509

INTERCYB

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/31/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: Debra Parra	
	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No): 813 321-7525
	E-MAIL ADDRESS: debra.parra@usi.com	
INSURED International Cybernetics Company, LP DBA IMS Infrastructure Management 10630 75th Street Largo, FL 33777	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Cas. Co. of America	
	INSURER B : Travelers Casualty and Surety Company	
	INSURER C : Travelers Casualty & Surety Co. of Amer	
	INSURER D : Travelers Indemnity Co of America	
	INSURER E :	
INSURER F :		NAIC #
		25674
		19038
		31194
		25666

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.

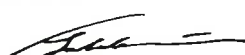
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		6304W201303	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BA2T939765	03/31/2024	03/31/2025	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 \$ 10000		CUP2T942456	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB2T941238	03/31/2024	03/31/2025	☒ 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
C	Professional Liab		107414121	04/01/2024	04/01/2025	\$ 4,000,000 Ea. Claim \$ 4,000,000 All Claims \$ 25,000 Retention

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

RE: Project : 2025 City of Mobile Street Assessment, Project #2025-3005-04

City of Mobile is included as additional insured with respects to General Liability and Auto Liability as required by written contract or agreement. Primary and Non-Contributory applies with respects to General Liability and Auto Liability as required by written contract or agreement. Waiver of Subrogation applies in favor of the City of Mobile with respects to Workers Compensation as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile 205 Government Street Mobile, AL 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Non-Owned Watercraft - 75 Feet Long Or Less</p> <p>B. Who Is An Insured - Unnamed Subsidiaries</p> <p>C. Who Is An Insured - Employees - Supervisory Positions</p> <p>D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured - Broad Form Vendors</p> | <p>H. Blanket Additional Insured - Controlling Interest</p> <p>I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments - Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability - Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

- 1. The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-2T941238-24-I3-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-04 Current Date 10 / 10 / 24

Project Description 2025 CIP Citywide Street Assessment

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.

Waiver requested due to the nature of the work. The tasks involved require specialized methods.

The contractor will not employ subcontractors nor acquire materials from major suppliers.

Nick Amberger
Requested By (Department Director)

(Signature)

251-208-7426

Telephone Number

City Engineer Ex. Dir. of 10/10/2024
(Title) ENGINEERING & INFRA. (Date)

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

[Signature] (Signature) Supp. Diversity Mgr. (Title) 10/30/2024 (Date)

Approved By (CAO)



October 8, 2024

City of Mobile
205 Government Street
Mobile AL 36644

Reference: Project 2025-3005-04
2025 City of Mobile Street Assessment
Subcontracting and Major Supplier Plan

International Cybernetics Company, LP dba IMS Infrastructure Management Services (ICC-IMS), will have no subcontractors or major suppliers on this project. All work will be performed by ICC-IMS personnel. The pavement inspection and evaluation process is a specialized method that does not afford the opportunities for DBE participation.

Please let me know if you have any further questions.

Best Regards,

Michael Nieminen
CEO
International Cybernetics Company, LP dba IMS Infrastructure Managment Services



+1 727-547-0696



www.icc-ims.com



10630 75th Street North
Largo, FL 33777

**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 INTERNATIONAL CYBERNETICS COMPANY, LP (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 employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 185518

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

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(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

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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.

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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

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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

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- 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

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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,



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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.



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Approved by:

Employer INTERNATIONAL CYBERNETICS COMPANY, LP	
Name (Please Type or Print) LOIS SOMERS	Title
Signature Electronically Signed	Date 01/29/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/29/2009



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	INTERNATIONAL CYBERNETICS COMPANY, LP
Company Facility Address	10630 75th STREET NORTH LARGO, FL 33777
Company Alternate Address	P.O. BOX 17246 CLEARWATER, FL 33762
County or Parish	PINELLAS
Employer Identification Number	591626392
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



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

FLORIDA	1 site(s)
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name LOIS SOMERS
Phone Number (727) 547 - 0696 ext. 21
Fax Number (727) 546 - 8633
Email Address lsomers@internationalcybernetics.com



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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amend contract with DVMIMS PC, dba Tillman's Corner Veterinary Hospital, for veterinary services, supplies, and medicines for Animal Services to extend term through 30 Sep 2025, and increase total NTE amount to \$300,000.00.

Amount of Contract:

Increase NTE from \$90,000 per year to \$300,000 for contract period.

Funding Source

General fund 1004.1546.42200

ATTACHMENTS:

1. 2024 Agenda Package Addendum 2 Vet Tillmans

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
Brandi Montgomery
James Barber

AGENDA ITEM SUMMARY SHEET

Agenda of: 12 November 2024
Date

Item No. _____

Submitted by: Animal Services
Department

Robert Bryant
Department Head

Sponsored by: Not applicable
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: 2nd Amendment of Contract for Animal Shelter Vet Services with DVMIMS PC

PURPOSE & SCOPE OF PROJECT:

Amend contract with DVMIMS PC, dba Tillman's Corner Veterinary Hospital, for veterinary services, supplies, and medicines for Animal Services to extend term through 30 Sep 2025, and increase total NTE amount to \$300,000.00. General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$300,000.00

FUNDING SOURCE:

Budget Item: 1004 1546 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): na

If not bid, state reason: Professional veterinary services

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, Addendum 2 to an agreement by and between the City of Mobile and DVMIMS, P.C., d/b/a Tillman's Corner Veterinary Hospital, to extend the contract period through September 30, 2025, and increase the compensation authorized under the agreement to an amount not to exceed \$300,000.00, for veterinary services, supplies, and medicines for Animal Services, as outlined in the contract amendment attached hereto and made a part hereof as though set forth in full.

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

Adopted:

City Clerk



Addendum 2 to Agreement for Professional Veterinary Services

THIS ADDENDUM No. 2 to Professional Services Contract Veterinary Services ("Addendum") is entered into on this ____ day of _____, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital ("Service Provider").

RECITALS

- A. Service Provider and the City entered into an Agreement for professional veterinary services on or about January 23, 2024, (collectively, the 'Agreement'), as amended by Addendum 1 to the Agreement dated July 30, 2024.
- B. Paragraph 2 of the Agreement sets the term of the agreement at eighteen months. City and Service Provider desire to extend the agreement through September 30, 2025.
- C. Paragraph 3 of the Agreement sets the total amount of compensation paid to the Service Provider to not exceed \$90,000.00 per year. City and Service Provider desire to increase the total amount of compensation that may be provided to the Service Provider to be increased to an amount not to exceed \$300,000.00 for the entire duration of the contract.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 2 of the Agreement is amended to read:

"TERM: The Services shall be commenced and performed upon execution of this agreement and continue thereafter *through September 30, 2025.*"

2. The last sentence of Paragraph 3 of the Agreement is amended to read:

"The total amount of compensation paid to the Service Provider under this contract will not exceed *\$300,000.00.*"

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Provider by such duly authorized officers or individuals as may be required by law.

Service Provider, DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital

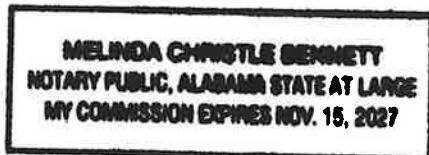
Justin, Its President/owner (title)
On behalf of Service Provider

11/1/2024 Date

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Melinda Christie Bennett, a notary public in and for said County in said State, hereby certify that JUSTIN MIMS, DVM, whose name as Authorized Agent of DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 1st day of November, 2024.



Melinda Christie Bennett
Notary Public
My Commission Expires: November 15, 2027

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2024

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  State Farm STATE FARM INSURANCE 6414 GRELOT RD STE A MOBILE AL 36695	CONTACT NAME: CRAIG WILLIAMS PHONE (A/C, No, Ext): 251-633-8811 FAX (A/C, No): 251-634-1599 E-MAIL ADDRESS: CRAIG.WILLIAMS.B2IF@STATEFARM.COM
INSURED DVMIMD, PC 5842 THREE NOTCH RD MOBILE AL 36619	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25143

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	N	N	93-CW-M270-1	06/11/2024	06/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

VET CLINIC

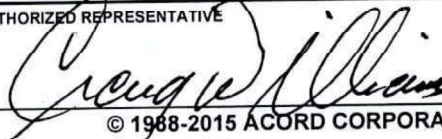
CERTIFICATE HOLDER**CANCELLATION**CITY OF MOBILE
P O BOX 1827

MOBILE

AL 36633

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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OPERATIONAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: Amendment 1 to contract for Professional Veterinary Services

PROJECT LOCATION: NA

DEPARTMENT PROJECT NUMBER: NA

CHANGE ORDER #: 1 AMOUNT: \$0.00 ☐ DEDUCT ☒ ADD

OPERATIONAL ACCOUNT: 1004.1546.42200

VENDOR #: 297935 VENDOR NAME: DVMIMS PC dba Tillman's Corner Veterinary Hopsital

Prepared by: Don Rose Date: 07/08/2024

REVIEWED AND APPROVED BY:

Robert Bryant
07/16/2024 04:50 PM
robert.bryant@cityofmobile.org

Robert Bryant
07/16/2024 04:50 PM
robert.bryant@cityofmobile.org

Joseph Snowden
07/17/2024 07:23 AM
joseph.snowden@cityofmobile.org

Rick Moore
07/17/2024 08:49 AM
rmoore@cityofmobile.org

Geoffrey Alexander
07/17/2024 04:22 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
07/29/2024 01:16 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

AGENDA ITEM SUMMARY SHEET

Agenda of: 12 November 2024

Submitted by: Animal Services

Robert Bryant

Sponsored by: Not applicable

Reviewed by: Joe Snowden

Routing Authorized: James Barber

A brief synopsis and explanation of the following:

2nd Amendment of Contract for Animal Shelter Vet Services with DVMIMS PC

Amend contract with DVMIMS PC, dba Tillman's Corner Veterinary Hospital, for veterinary services, supplies, and medicines for Animal Services to extend term through 30 Sep 2025, and increase total NTE amount to \$300,000.00. General fund.

☐☐☐

NTE \$300,000.00

FUNDING SOURCE:

1004 1546 42200

☐☐

Associated Costs:

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

upon signature

na

Professional veterinary services

NA

NA



Addendum 1 to Agreement for Professional Veterinary Services

THIS ADDENDUM No. 1 to Professional Services Contract Veterinary Services ("Addendum") is entered into on this 30 day of Jul, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital ("Service Provider").

RECITALS

- A. Service Provider and the City entered into an Agreement for the professional veterinary services on or about January 23, 2024, (collectively, the 'Agreement').
- B. Exhibit B of the Agreement sets a Rate Schedule for services provided.
- C. Service Provider has requested to supplement Exhibit B of the Agreement with amended pricing for some services and provide set pricing for additional services.
- D. The City agrees that the supplemental pricing is fair and reasonable for the services offered.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 2 of Exhibit B of the Agreement is Amended to add the following items after paragraph i.

j. Exam and Recheck Exam	\$27.50
k. Litter Exam	\$33.00 - \$44.00
l. Heartworm Test	\$18.00
m. Fecal Test	\$16.50
n. DAPP Vaccine	\$15.40
o. DAPPL Vaccine	\$24.24
p. Rabies Vaccine 1 Year	\$11.00
q. Rabies Vaccine 3 Year	\$16.50
r. Bordetella Vaccine	\$20.90
s. FVRCP Vaccine	\$15.40
t. FELV Vaccine	\$33.00
u. Feline RCP+Rabies	\$29.70
v. Feline Leuk/FIV Combo Test	\$29.75

w. Microchipping	\$29.75	
x. Microchipping (Rescue/Shelter Provides)		\$5.00
y. Urinalysis	\$30.00	
z. Skin Scrape	\$22.00	
aa. Ear Cytology	\$22.00	
bb. Eye Stain	\$22.00	
cc. Fungal Culture	\$27.50	
dd. Canine Pediatric Spay/Neuter	\$77.00/\$71.50	
ee. Canine Spay<50lbs/50-90lbs	\$88.00/\$99.00	
ff. Estrus, Post-Partum or Pregnant	\$25.00-75.00	
gg. Canine Neuter	\$77.00	Scrotal Ablation \$65.00
hh. Feline Spay/Neuter	\$66.00/\$55.00	
ii. Dental	\$93.50	
jj. Hospitalization per night	\$27.50	
kk. Boarding	Varies (Call for exact pricing)	
ll. Radiographs 1, 2 & 3 Views	\$77.00, \$104.00, \$132.00	
mm. Additional views	\$25.00	

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Provider by such duly authorized officers or individuals as may be required by law.

Service Provider, DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital

[Signature], Its Owner/President (title)
On behalf of Service Provider

7/5/24 Date

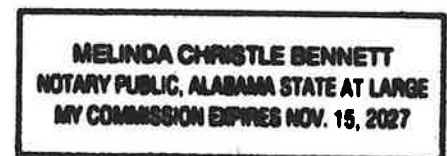
STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Melinda Christle Bennett, a notary public in and for said County in said State, hereby certify that Justin Mims, whose name as Authorized Agent of DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 5th day of July, 2022: 2024 ^{NCB}
Melinda Christle Bennett
Notary Public
My Commission Expires: Nov. 15, 2027

CITY

Its Mayor
07/30/2024 Date



ATTEST:

City Clerk
07/30/2024 Date

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 DVMIMS, P.C., d/b/a Tillman's Corner Veterinary Hospital, for a period of eighteen months, in an amount not to exceed \$90,000.00 per year, for veterinary services, supplies, and medicines for Animal 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.

Adopted: JAN 23 2024


City Clerk

Professional Services Contract

City of Mobile

AGREEMENT

THIS AGREEMENT ("Agreement"), dated January 23, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital ("Service Provider").

WHEREAS, DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital, Service Provider is uniquely qualified and engaged in the business of Veterinary services, and,

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK: The veterinary care services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as follows:
Provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with veterinary care services including but not limited to Initial Assessments of all animals in the shelter under City of Mobile Care, weekly rounds, administration of vaccines and medications, shelter exam room assessments, create standard operating protocol, provide in-clinic services and after-hours emergency care. Said veterinary care services are specifically itemized in attached Exhibit A, Statement of Work.

2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of EIGHTEEN (18) MONTHS.

3. COMPENSATION: Service Provider's fees are as follows:

The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in **Exhibit B**. The Service Provider will submit invoices to the City itemizing work done subject to the invoice. The total amount of compensation paid to the Service Provider under this contract will not exceed \$90,000.00 per year.

4. INVOICE: The Service Provider shall submit an invoice for said monthly/quarterly fee at the appropriate time.

5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.
6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider 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 Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.
7. **INSURANCE REQUIREMENTS:**
Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

For the term of this Agreement, Provider 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.

The following minimum amounts of insurance will be maintained for the duration of the contract:

- A. **Worker's Compensation**
Statutory – an amount and coverage as required by law of the state of Alabama.
- B. **General Liability – Premises/Operations**
Public Liability including premises, products and complete operations
 - 1. **Bodily Injury Liability**
 - a. \$1,000,000 each person
 - b. \$1,000,000 each occurrence
 - 2. **Property Damage Liability**
 - a. \$1,000,000 each occurrence or

- b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles

- 1. Bodily Injury Liability
 - c. \$250,000 each person
 - d. \$500,000 each occurrence
- 2. Property Damage Liability
 - c. \$100,000 each occurrence

OR

Combined Bodily Injury and Property Damage - \$1,000,000

D. Excess/Umbrella Liability Insurance:

Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

- Limit of Liability: \$2,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.

Waiver of Subrogation: The automobile liability, general liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

- 8. INDEMNITY: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

9. **ANTI-DISCRIMINATION:** Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.
10. **ANTI-BOYCOTT:** By signing this Agreement, Service Provider 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.
11. **VENUE/JURISDICTION:** The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.
12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).
13. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
14. **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, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.
15. **FORCE MAJEUR:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.
17. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.
18. **TERMINATION:** Service Provider agrees that the City, at its sole discretion, including upon violation of any of the covenants and agreements herein contained, or on account of any act or omission or commission of the Service Provider, may, at its option, terminate and cancel this Agreement by giving notice to Service Provider.
19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.
20. **NOTICE:** Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City:
City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, Alabama 36633-1827

Service Provider:
Dr. Justin Mims, DVM
C/O DVMIMS P.C. d/b/a Tillman's Corner
Veterinary Hospital
5842 Three Notch Road
Mobile, Alabama 36619

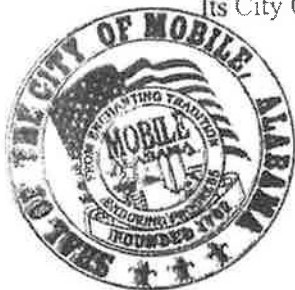
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above-referenced date.

CITY OF MOBILE, A Municipal Corporation

BY: W. Stimpson
Name: William S. Stimpson
As Its: Mayor

ATTEST:

BY: [Signature]
Its City Clerk



SERVICE PROVIDER:
C/O DVMIMS P.C.
d/b/a Tillman's Corner Veterinary Hospital

By: [Signature]
Signature
Justin Mims, D.V.M., M.S.
Print Name

THE STATE OF ALABAMA

COUNTY OF MOBILE

I, a Notary Public, hereby certify that Justin Mims whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of January, 2024

Melinda Christle Bennett
Notary Public

Print Name MELINDA CHRISTLE BENNETT
My commission expires: 11-15-2027

Exhibit: A Statement of Work
Exhibit: B Rate Schedule

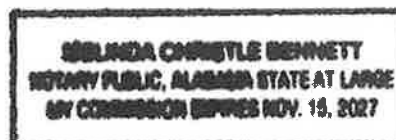


Exhibit A. Statement of Work

Contractor is to provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with services to include the following:

1. In-Clinic Services

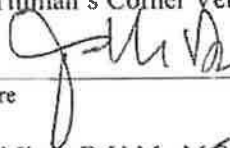
- a. Routine Veterinary Exams
- b. Emergency Veterinary Exams
- c. Surgical Procedures as approved by the Director, Mobile Animal Services
- d. Boarding of Dogs and Cats

2. Other Services

- a. Provide veterinary related services as needed or directed by Director, Mobile Animal Services or their designated representative.
- b. Appear in Court and provide testimony as necessary.

C/O DVMIMS P.C.

d/b/a Tillman's Corner Veterinary Hospital

By: 

Signature

Justin Mims, D.V.M., M.S.C.

Print Name

Exhibit B. Rate Schedule

Contractor is to charge the following amounts for services provided to the City of Mobile Animal Services Department.

1. Hourly Rate Schedule for Service Provided in Court

- | | |
|----------------------------|----------------|
| a. Veterinarian | \$200.00/ hour |
| b. Veterinarian Technician | \$45/ hour |

2. Routine Services

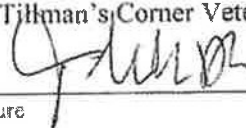
- | | |
|---|---------|
| a. Canine Ovariohysterectomy – Pediatric | \$70.00 |
| b. Canine Ovariohysterectomy – Adult | \$70.00 |
| c. Canine Castration – Pediatric | \$60.00 |
| d. Canine Castration – Adult | \$60.00 |
| e. Feline Ovariohysterectomy – Pediatric | \$40.00 |
| f. Feline Ovariohysterectomy – Adult | \$40.00 |
| g. Feline Castration – Pediatric | \$40.00 |
| h. Feline Castration – Adult | \$40.00 |
| i. Medications and Diagnostic Testing | |
| a. As approved by the Director of Animal Services or his designated representative. | |

3. Non-Routine Services

- a. As approved by the Director of Animal Services or his designated representative.

C/O DVMIMS P.C.

d/b/a Tiltman's Corner Veterinary Hospital

By: 

Signature

Justin Mims, D.V.M., M.S.

Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2023

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PRODUCER  STATE FARM INSURANCE 6414 GRELOT RD STE A MOBILE AL 36695		CONTACT NAME: CRAIG WILLIAMS PHONE (A/C No. Ext): 251-633-8811 FAX (A/C No.): 251-634-1599 E-MAIL ADDRESS: CRAIG.WILLIAMS.B2IF@STATEFARM.COM	
INSURED TILLMANS CORNER VETREINARY HOSPITAL 5842 THREE NOTCH RD MOBILE AL 36619		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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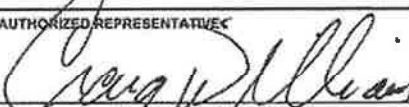
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			93-CW-M270-1	06/11/2023	06/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

VETERINARY CLINIC/HOSPITAL

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
MOBILE AL 36802	AUTHORIZED REPRESENTATIVE 

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 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 Sansom Equipment Co Inc for 4 knuckle boom loaders for Trash Department.

Amount of Contract:

\$902,416.00

Funding Source

Motor pool capital

ATTACHMENTS:

1. 20241106 Sansom Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for 4 knuckle boom loaders for
Trash Department.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$902,416.00

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 5899

How many bidders received bid packages (if applicable): 24+ web

How many bidders submitted bids (if applicable): 6

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

Three lower bids did not meet City specifications.

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>1537</u>	2025	(F7000) MOTOR POOL	FOUR KNUCKLE BOOM LOADERS FOR TRASH DEPARTMENT (SEALED BID 5899)	\$902,416.00	(<u>190715</u>) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001537-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 SANSOM EQUIPMENT CO INC
 2025 W I-65 SERVICE ROAD NORTH

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#205-401-4040
 Fax 251-631-3768

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CAB/CHASSIS WITH KNUCKLE BOOM LOADER AS FOLLOWS: 2025 OR NEWER CAB/CHASSIS WITH KNUCKLE BOOM LOADER. VENDOR TO PROVIDE 2026 MACK MD7-42R CHASSIS WITH CUMMINS ISB 6.7 280 H.P. ENGINE. LOADER TO BE RAMER MODEL 3500 AS PER CITY OF MOBILE BID #5899 AND YOUR QUOTE. Additional Description Notes ----- 2024 OR NEWER CAB/CHASSIS WITH KNUCKLE BOOM LOADER. REQUESTED BY 2070 PUBLIC SERVICES/2090-TRASH	4.00 EACH	225604.00000	902416.00

1 7000.40.20.0000.0000.2070.0000.0000.47120.
 E MP02070 .VEHICLEEXP.

902416.00

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001537-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	190715				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			902416.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	902416.00	1321813.07

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	902416.00	20857672.46
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	10/31/24	CHARLES SUMRALL	Approve Spec
Approved	11/01/24	SHONNDA SMITH	
Approved	11/01/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	11/01/24	ASHLEY PHILLIPS	Auto approved by: 910518244
Approved	11/06/24	DONALD ROSE	Auto approved by: 9105paij
Approved	11/06/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/06/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	11/06/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	11/06/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	11/06/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	11/06/24	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID 5899

CAB AND CHASSIS KNUCKLEBOOM TRASH LOADER, HYDRAULIC WET LINE KIT, AND TRAILER PACKAGE

Ward International \$219,879.00

International MV607 with PacMac SKB-20F-HJ Loader

BID NOT ACCEPTED. Rack and lights not to spec. pintle hitch substitution not acceptable. Oil cooler fan not thermostatically controlled. No "D" handle on shut-off valves. No condition sensor after hydraulic oil pump.

Environmental Products Group \$222,989.00

Freightliner M2-106 Plus with Petersen RL3 Loader

BID NOT ACCEPTED. Hydraulic hoses outside of door pedestal. No filter between pump and controls and trailer. No filter between hydraulic tank and pump. Did not indicate there was/was not a filter on the return line to the hydraulic oil tank.

Environmental Products Group \$222,989.00

International HV607 SBA 4x2 with Petersen RL3 Loader

BID NOT ACCEPTED. Hydraulic hoses outside of door pedestal. No filter between pump and controls and trailer. No filter between hydraulic tank and pump. Did not indicate there was/was not a filter on the return line to the hydraulic oil tank.

Sansom Equipment \$225,604.00

Mack MD7-42R with Ramer Model 3500 Loader

BID ACCEPTED

Empire Truck Sales \$226,910.00

Freightliner M2 with PacMac SKB-20F-HJ Loader

Sansom Equipment \$237,211.00

Kenworth T380 with Ramer Model 3500 Loader

Rush Truck Centers Mobile \$244,015.06

Peterbilt 537 with PacMac SKB-20F-HJ Loader



ADDENDUM

September 9, 2024

**RE: City of Mobile Bid #5899 for CAB AND CHASSIS KNUCKLE BOOM TRASH
LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE**

Please consider the following to be Addendum to City of Mobile Bid #5899 for Cab and Chassis
Knuckle Boom Trash Loader, Hydraulic Wet Line Kit, and Trailer Package.

PAGE 6 OF SPECIFICATIONS

FRONT AXLE & SUSPENSION

DELETE

12,000 lb Front axle

PAGE 7 OF SPECIFICATIONS

REAR AXLE & SUSPENSION

DELETE

23,000 lb Multi Leaf steel spring suspension

Chassis GVW is to be 33,000 lb GVWR.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile
JP/lw

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/21/2024	5899	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 4-10	CAB AND CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE Current model Cab and Chassis to be provided with Knuckle Boom Trash Loader, Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications. Chassis Year _____ Make _____ Model _____ Engine _____ Loader Knuckle Boom Loader _____ Hydraulic Kit _____ Trailer Package _____ Provide literature and specifications on products bid. Upon award, the City will purchase a minimum of four (4) Cab and Chassis with Knuckle Boom Loader, Hydraulic Wet Line Kits and Trailer Towing Packages. Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile. Delivery may be a consideration in the award of this bid. City of Mobile Business License will be required.					
	Page 1 of 2					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

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

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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 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 the award of this bid. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Any manufacturer name given is to set a level of quality of specification of what the City wants. Vendor shall provide onsite training in use and care of the loaders—approximately 4 hours for operators and 4 hours for the mechanics at a minimum. Pricing to be firm for a three (3) month period following the award of this bid. 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. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE, ALABAMA

BID #5899 SPECIFICATIONS

SHUTTLE SYSTEM KNUCKLE BOOM LOADER AND TRUCK CHASSIS

INTENT:

This specification describes a hydraulically operated knuckleboom brush and limb loader and chassis with the following minimum specifications necessary to perform the work assigned. The loader shall be capable of collecting brush, limbs, and other curbside debris and then loading the material into a receiving collection body by means of hydraulically lifting the material by a boom / grapple arrangement.

GENERAL TERMS:

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The unit must be manufactured in an ISO 9000:2000 certified facility.

WARRANTY

Five (5) Year Loader Warranty
Five (5) Year Chassis Warranty
Five (5) Year/250,000 Mile Engine & Aftertreatment Warranty

PARTS MANUAL:

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

COMPLIANCE:

Bidder shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied. Bidder shall provide, with his bid package, complete body and complete chassis specification. Failure to provide these required specifications or misrepresentation of the bidder's compliance to the bid specifications will cause the bid to be deemed "non-responsive".

	YES	NO
<u>I. LOADER</u>		
Unit to be manufactured in an ISO 9000:2000 certified facility	☐	☐
BOOM		
Total boom length to be 20'. Boom may be extendable to 20 feet.	☐	☐
Minimum lift capacity to be 3,000 lbs. @ 18', including grapple.	☐	☐
Boom pedestal to be constructed of high strength steel providing a 3:1 safety factor.	☐	☐
All hydraulic hoses located at the operator position (boom pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.	☐	☐
Boom pivot shall be mounted to the pedestal by means of a slewing ring/bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 ft-lbs. moment.	☐	☐
Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾".	☐	☐
Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The boom pivot safety retaining tube shall be a minimum of 12" long and confine all hoses that pass through the pedestal/boom pivot assembly.	☐	☐
Boom rotation of 320 degrees minimum with mechanical stops for safety.	☐	☐
Stops between 320 degrees and 350 degrees.		
Boom must be able to service both sides of street in same pass.	☐	☐
Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring and planetary gear box producing 250,000 in-lbs. torque.	☐	☐
Entire boom assembly shall be designed with a tensile strength to provide a safety factor of 3:1 at the rated load capacity.	☐	☐
Main boom shall be constructed of (2) 4" x 8" high strength steel tube.	☐	☐
Tip boom shall be constructed from a 5" x 7" high strength steel tube.	☐	☐
Main boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.	☐	☐
Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.	☐	☐
The entire boom must be serviceable down to the component level (e.g., every hydraulic hose, fluid tubes, bracket, pint, etc.) Having to replace subassemblies in order to repair a component will not be acceptable.	☐	☐
All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.	☐	☐
Boom must rack behind cab, no rear racking of boom. Boom rack must have a cutaway for the boom will rest in while traveling.	☐	☐
Must have solid tread plated catwalk on open area of unit between cab and pedestal covering the frame preventing any debris from falling and lodging on the drive shaft or any components between the frame rails. Catwalk shall be solid—no open grating allowed.	☐	☐
All hydraulics must be inside pedestal tower.	☐	☐
All moving or swiveling points shall be greaseable and have grease fittings that are easily accessible.	☐	☐
All grease points that are not easy to access shall have grease lines run to allow easy accessibility.	☐	☐

	YES	NO
All moving parts of grapple bucket and grapple swivel shall be greaseable and have grease fittings.	☐	☐

OPERATOR'S STATION

All operating functions shall be controlled from the operator station mounted on the left-hand side of the boom. The operator station must rotate with the boom assembly and have a cushioned operator seat with armrest and seat belt.	☐	☐
---	--------------------------	--------------------------

	☐	☐
A step made of slip resistant material is required for ease of access to the operator's position.	☐	☐

Steps shall be provided for operator access when the boom stowed in the forward rack and rear the boom is stowed in trailer. Steps must have diamond skid on top of outrigger for first step.	☐	☐
---	--------------------------	--------------------------

Operator controls shall be joystick type. All controls shall be clearly identified as to function.	☐	☐
--	--------------------------	--------------------------

All controls must be forward of the center line of the operator's bottom seat side to side. All controls shall be in front of the Operator. No controls are to be behind the centerline of the bottom of the operator's seat	☐	☐
--	--------------------------	--------------------------

No controls on side of seat.	☐	☐
------------------------------	--------------------------	--------------------------

TRASH GRAPPLE

Bucket shall have a 360-degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded to or be an integral part of the grapple.	☐	☐
--	--------------------------	--------------------------

Bucket is to be opened and closed by two (2) hydraulic cylinders with a closing force/" bite" of 3,600 lbs.	☐	☐
---	--------------------------	--------------------------

Bucket is to be 4' long and capable of opening to 60" between cutting edges.	☐	☐
--	--------------------------	--------------------------

Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.	☐	☐
--	--------------------------	--------------------------

Provision shall be made to store the grapple to the front of the pedestal base while the unit is being transported.	☐	☐
---	--------------------------	--------------------------

HYDRAULICS

Two stage tandem pump allows for multiple function control of the loader.	☐	☐
---	--------------------------	--------------------------

Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.	☐	☐
--	--------------------------	--------------------------

Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.	☐	☐
--	--------------------------	--------------------------

Pressure filter to be installed in hydraulic system after pump and prior to any other hydraulic components. Pressure filter to be equipped with a condition sensor and dash mounted light. Light will remain on when filter element needs servicing.	☐	☐
--	--------------------------	--------------------------

	YES	NO
Quarter turn Cut-off valves shall be provided for return and suction lines for the hydraulic tank, as well as either side of the filter assemblies. There shall be "D" shaped handles accessible from the side of the vehicle. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
There shall be a filter on the return line from the wet line return line from the trailer to the hydraulic tank. There shall be a quarter turn valve with remote "D" handle between the filter and the hydraulic tank. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
EXTERNAL HYDRAULIC OIL COOLER FOR LOADER		
There shall be an external fan forced air hydraulic oil cooler of loader's Hydraulic oil. Fan shall be thermostatically controlled. There shall be quarter turn valve either side of the external cooler with remote access from the side of the truck with "D" handles.	☐	☐
There shall be a filter mounted between the hydraulic tank outlet and the hydraulic pump. There shall be a quarter turn valve with "D" handle controls. Employee should not have to crawl under truck to close valve.	☐	☐
Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.	☐	☐
Two operator-controlled valves located at the operator station will allow for travel (floating) of the boom in the trailer. These valves allow the main boom and swing functions "free float". These valves must incorporate safety latches. They are to be mounted in front of operator for easy access.	☐	☐
There shall be no over height boom alarm that goes off on loader when boom is raised over height provided.	☐	☐
All hoses shall be rated at 4,000 PSI working pressure.	☐	☐
Port tubing throughout the boom shall be zinc plated.	☐	☐
Control valves shall have a 20 GPM rating	☐	☐
POWER SOURCE		
Unit to be mounted on any chassis that meets the manufacturers recommended specification with a heavy-duty (hot shift) PTO and a heavy duty bi-rotational tandem hydraulic pump.	☐	☐
THROTTLE CONTROL		
Unit to have an electrically operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.	☐	☐
Throttle speed-up shall operate only when the transmission in the neutral position.	☐	☐
OUTRIGGERS		
Outrigger controls up/down levers must be side by side; in/out must be side by side. The up/down levers shall be to the front of the operator.	☐	☐
Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.	☐	☐
The outriggers are to be equipped with steel wear pads to cause minimum damage to contacted surface.	☐	☐

	YES	NO
Outriggers shall telescope horizontally in and out, and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls can be located separate from the main boom controls but located in front of operator or located in the joysticks.	☐	☐
Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs.	☐	☐
Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment.	☐	☐
Outrigger cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.	☐	☐
Outriggers must have grease fittings on all 4 sides of each moving section.	☐	☐
LIGHTS AND REFLECTORS		
Lights and reflectors shall conform to current state and federal standards.	☐	☐
There shall be single faced amble/yellow LED strobe lights facing forward and rear ward built into the Headache rack, Two facing Forward and 2 facing Rearward. Light size shall be no less than 6"x6". The headache rack LED enclosure shall be no smaller than 8"x8" inside dimensions. The enclosure shall be built of 3/8" bar metal. The enclosures shall be built into the upper left and right corners of the headache rack.	☐	☐
The LED strobe lights shall be rated Class 1.	☐	☐
Round LED, Halogen, Strobe, Rotating, or incandescent lights are not acceptable.		
PAINT		
Unit shall receive one (1) coat of high-grade primer and (2) coats of high-grade enamel paint.	☐	☐
Color: White Loader/ Black platform, cylinders, grapple & outrigger	☐	☐
PINTLE HITCH TRAILER CONNECTION		
The loader shall have a Pintle hitch connection rated no less than 90,000 pounds for shuttle trailer attachment. (To include d-ring safety chain hooks & 6-pin trailer plug.) Pintle hitch must be Holland brand part number PH-210RN11, no substitute.	☐	☐
Air brake gladhand connections for air brakes will be mounted.	☐	☐
Hydraulic "quick connect/disconnect" fittings shall be provided at the rear of the unit for hookup to the trailer dump system, and hydraulic jack stand. Controls for this function shall be located at the rear of the loader.	☐	☐
Provisions to be made for selector to provide pressure when trailer is connected	☐	☐
Diverter valve for PTO must be mounted at rear of truck for ease of access.	☐	☐

	YES	NO
<u>II. CHASSIS</u>		
GENERAL		
2025 or newer/unused Conventional Chassis	☐	☐
33,000 lb. GVWR	☐	☐
FRAME & WHEELBASE		
175" Wheelbase, 107.6" CA, 120" AF	☐	☐
Single piece white painted bumper	☐	☐
RH frame mounted front tow hook	☐	☐
Single frame, 120,000 PSI, 1,933,200 RBM/rail	☐	☐
Integrated battery box in drivers sidestep	☐	☐
ENGINE		
Diesel Minimum 8 Liter, 260 HP, 660 Ft/Lbs. Torque with Turbo charge Cummins, Duramax, or Detroit engine brands only.	☐	☐
130AMP Alternator	☐	☐
Power steering pump	☐	☐
Gear driven engine air compressor	☐	☐
Bendix AD-IS Air dryer	☐	☐
Intake air warmer – glow plugs	☐	☐
Donaldson intake air filter and service indicator	☐	☐
Engine block heater with insulated breather hose and EGR valve	☐	☐
Stacked DPF & SCR underneath cab RH horizontal tailpipe	☐	☐
Engine exhaust brake	☐	☐
Heated DEF tank: 5 Gallons frame mounted forward of passenger steps	☐	☐
TRANSMISSION		
Allison 3000 RDS Automatic transmission with PTO provisions	☐	☐
Push button electronic shift selector – dash mounted	☐	☐
Synthetic transmission fluid	☐	☐
Transmission oil cooler	☐	☐
DRIVELINE		
Dana Spicer SPL 140HD main driveline with ½ round yokes (or equal)	☐	☐
FRONT AXLE & SUSPENSION		
12,000 lb. Front axle	☐	☐
Synthetic front axle lube	☐	☐
12,000lb Taper leaf front suspension	☐	☐
Front shock absorbers	☐	☐
REAR AXLE & SUSPENSION		
Meritor RS23-160 23,000 lb. Single rear axle (or equal)	☐	☐

	YES	NO
Conventional rear differential gear lubricant	☐	☐
5.38 Rear axle Ratio	☐	☐
23,000 lb. Multi Leaf steel spring suspension	☐	☐
BRAKES		
Wabco 4s/4m ABS without traction control	☐	☐
Air brake service brake system	☐	☐
15.0" x 4" Front brakes	☐	☐
Front slack adjusters	☐	☐
16.5" x 7" Rear brakes	☐	☐
Rear slack adjusters	☐	☐
Parking & emergency brake	☐	☐
Dual 9-gallon steel air tanks – petcock valve on all tanks	☐	☐
ELECTRICAL		
Two (2) Group 31 600CCA Batteries (total 1200CCA)	☐	☐
Cruise control	☐	☐
Halogen headlights	☐	☐
There shall be a continuous duty solenoid or relay keyed to the ignition switch to control the 12-volt power to the Operator's position. When ignition is off, there shall be no power to the Operator's Station.	☐	☐
FUEL SYSTEM		
50 Gallon Aluminum Fuel tank – Driver side	☐	☐
Fuel water separator with electric pre-heater	☐	☐
WHEELS & TIRES		
11R22.5 14 Ply Front & Rear Tires	☐	☐
22.5x8.25 White powder coated steel wheels – front & rear	☐	☐
ADDITIONAL FEATURES		
Fender mounted mirrors, electric remote	☐	☐
Air Ride Driver's seat		
Bench passenger seat		
Power Windows		
Tilt Steering		
Air horn		
Trailer towing package – per City of Mobile trailer requirements	☐	☐

	YES	NO
Paint: white	☐	☐
Exhaust system must be under truck between frame rails, not exposed and protected by metal cage so not damaged by boom operation. No component of exhaust system shall be mounted so as to catch or contact trash or debris.	☐	☐
Vertical exhaust stack is not acceptable.	☐	☐

OPTIONS

Work lights mounted on boom to illuminate work area and grapple operation.
They shall be of LED type and protected from contact with debris.

\$ _____

LED work lights built into the headache facing rearward.

\$ _____



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 12, 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 North American Fire Equipment Co Inc for Holmatro extraction tools and accessories for MFRD.

Amount of Contract:

\$526,690.68

Funding Source

Capital Equipment

ATTACHMENTS:

1. 20241107 Nafeco Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 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 North American Fire Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to North American Fire Equipment Co Inc for Holmatro
extraction tools and accessories for MFRD.
Capital Equipment

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$526,690.68

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: NPPGov cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): NA

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

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>1015</u>	2025	(1510) FIRE ADMINISTRATION	HOLMATRO EXTRACTION TOOLS AND ACCESSORIES FOR MFRD (NPPGOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)`	\$526,690.68	(<u>149290</u>) <u>NORTH</u> <u>AMERICAN FIRE</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE Q0024050106237 AND NPP PS20045/1910 CO-OP CONTRACT RESCUE EQUIPMENT: Holmatro PCU50 Cutter Next Gen, item #159.000. 224-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Additional Description Notes	9.00	11187.00000	100683.00
		EACH		

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020.			
	E E0040 .OPERSUPPLS.			100683.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

=====	=====
Bill To	Requisition 00001015-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
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Vendor
NORTH AMERICAN FIRE EQUIPMENT CO INC
PO Box 2928

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

DECATUR, AL 35602
USA
Tel#256-353-7100
Fax 256-355-0852

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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10/18/24	149290				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

002	RESCUE EQUIPMENT: Holmatro PSP40	9.00	11536.00000	103824.00
	Spreader ITEM #159.000.226-D per	EACH		
	quote Q0024050106237 PRICING			
	INCLUDES DELIVERYAND TRAINING			
	Pricing is good for NPP.GOV			
	PS20045/1910 Co-Op contract			
	Additional Description Notes			

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020.	
	E E0040 .OPERSUPPLS.	103824.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
003	RESCUE EQUIPMENT: Holmatro PCT50 Combi Tool ITEM #159.000.225-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes	2.00 EACH	11772.00000	23544.00

*TRADE IN PRICING**
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.	23544.00
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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 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
004 RESCUE EQUIPMENT: Holmatro PTR50 Telescopic Ram ITEM #159.000. 227-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Additional Description Notes -----	9.00 EACH	9487.00000	85383.00

****TRADE IN PRICING****

Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020.	
	E E0040 .OPERSUPPLS.	85383.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 5
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
005	RESCUE EQUIPMENT: Holmatro Pentheon Battery PBPA287, D-Stock ITEM #151.000.583-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes	58.00 EACH	751.00000	43558.00

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.	43558.00
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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

006	RESCUE EQUIPMENT: Holmatro	32.00	498.00000	15936.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 6
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Pentheon Charger Battery, AC, PBCH2, D-Stock ITEM #151.000.742-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes			

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.	15936.00
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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

007 RESCUE EQUIPMENT: Holmatro	29.00	90.00000	2610.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 7
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	PentheonOn-Tool Charge Cord, POTC1, D-Stock ITEM #151.000.499-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes -----			

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			2610.00
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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

008 RESCUE EQUIPMENT: Holmatro	18.00	13.00000	234.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 8
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Pentheon Daisy Chain Power Cord, DCPC1, DStock ITEM #151.000.503-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes			

*TRADE IN PRICING**
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.	234.00
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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

009 RESCUE EQUIPMENT: Holmatro	9.00	850.00000	7650.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 9
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Pentheon Ram Ext Pipe, TRE05, D-Stock ITEM #151.001.902-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes -----			

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			7650.00
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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

010 RESCUE EQUIPMENT: Holmatro Mini	10.00	3424.00000	34240.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 10
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Cutter CCU10, 2 Bats ITEM #151. 001.500-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes -----	EACH		

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020.			
	E E0040 .OPERSUPPLS.			34240.00

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

011 RESCUE EQUIPMENT: Holmatro	10.00	149.00000	1490.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 11
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Battery Charger CBCH2 MiniCutter ITEM #159.000.212-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes			

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.	1490.00
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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

012 RESCUE EQUIPMENT: Paratech Remote	7.00	12661.00000	88627.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 12
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
		EACH		
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			88627.00

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

013	RESCUE EQUIPMENT LABOR includes equipment and electrical to install mounts and charges in 13 trucks per quote Q0024050106237 Vendor Item	65.00 EACH	165.00000	10725.00
1	2000.80.00.0000.0000.0000.0000.44020.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 13
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E E0040 .OPERSUPPLS.			10725.00
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				
014	RESCUE EQUIPMENT PART: Zephyr Bracket for Holmatro PTR50 ITEM #1823 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Vendor Item	11.00 EACH	350.74000	3858.14
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			3858.14

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 14
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				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	RESCUE EQUIPMENT PART: Zephyr PSP40 Low Slant mount ITEM 1503 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	415.07000	830.14
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			830.14

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 15
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				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			
016	RESCUE EQUIPMENT PART: Zephyr Low Slant Bracket, PCU50 ITEM #1923 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	367.20000	734.40
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			734.40

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 16
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				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			
017	RESCUE EQUIPMENT PART: Plastix Holmatro PCU50 Cutter Vertical Bracket ITEM #PP-HOL-PCU50-V PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	266.00000	532.00
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			532.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 17
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				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			
018	RESCUE EQUIPMENT PART: PlastixPlus Bracket Holmatro PSP40 Vertical ITEM # PP-HOL-PSP40-V PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	266.00000	532.00
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			532.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 18
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				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			
019	RESCUE EQUIPMENT PART: PlastixPlus Holmatro PCT50 Combi Pentheon HZ Bkt ITEM #PP-HOL-PCT50 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	260.00000	520.00
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			520.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 19
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				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	RESCUE EQUIPMENT PART: PlastixPlus Holmatro PCU50 Horizontal Bracket ITEM #PP-HOL-PCU50 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	295.00000	590.00
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			590.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 20
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				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			
021	RESCUE EQUIPMENT PART: PlastixPlus Holmatro PSP40 Horizontal Bracket ITEM #PP-HOL-PSP40 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	295.00000	590.00
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			590.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 21
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
10/18/24	149290				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 526690.68

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

Account	Amount	Remaining Budget
E E0040 .OPERSUPPLS.	526690.68	48297.53

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	526690.68	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	10/18/24	BARRY GLISSON	
Approved	10/18/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	10/18/24	JAMES FRANK	Auto approved by: 910512538

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
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Vendor
 NORTH AMERICAN FIRE EQUIPMENT CO INC
 PO Box 2928

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

DECATUR, AL 35602
 USA
 Tel#256-353-7100
 Fax 256-355-0852

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
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/18/24 BRENDA RHODES			
Approved	10/18/24 TIFFANY HOLLINS	Auto approved by:	910511034	
Approved	10/18/24 RELYA MALLORY	Auto approved by:	910511034	
Approved	11/07/24 DONALD ROSE	Auto approved by:	910520704	
Approved	11/07/24 SANDRA LEWIS	Auto approved by:	910520704	
Approved	11/07/24 STEVEN KRONINGER	Auto approved by:	910520704	
Approved	11/07/24 SAMANTHA COOLEY			
Approved	11/07/24 LONELL HARRIS	Auto approved by:	910520704	
Approved	11/07/24 ANNE FOLEY	Auto approved by:	910520704	
Approved	11/07/24 JOHN PAINE	Auto approved by:	910520704	

Authorized By: _____ Date: _____
 Signature

Product Specifics

North America Fire Equipment Company, Inc.(NAFECO) was started in 1968 by its founder, Jerrell Oaks. It began primarily as a service business to local factories and businesses doing fire extinguisher service and has developed over the years into a full line distributor of fire, law enforcement, and industrial safety apparel and equipment as well as KME fire apparatus. Some products on contract include:

- Fire Fighting Equipment
- Hazardous Material Equipment
- Fire Extinguishers
- Fire Fighter Foam
- Fire Fighter Hoses
- Fire Pumps
- Other

Pricing Details

This contract offers up to 28% off list price.
For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the NAFECO vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities
RFP #1910

CONTRACT TERM

CONTRACT NUMBER: PS20045

Effective Date: 03/24/2020

Initial expiration: 03/24/2023

Possible extensions through: 03/24/2026

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by NPPGov, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NPPGov is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing NPPGov, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize 3-year service contract SC-023-24 with Pot-O-Gold Rentals LLC for portable toilets at various City of Mobile facilities; \$24,000.00 per year; sponsored by Mayor Stimpson (submitted by Cassie Boatwright, Real Estate Asset Management Dept)

Amount of Contract:

\$24,000.00 Per Year

Funding Source

10043037-42150

ATTACHMENTS:

1. SC-023-24 CIVICPLUS Routing Packet

REVIEWERS:

Katie Cassil
Cassie Boatwright
Scott Collins
Chris Kern
James Barber

RESOLUTION

2025

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: POT-O-GOLD RENTALS, LLC

Project Name: SERVICE CONTRACT – VARIOUS LOCATIONS
PORTABLE TOILETS

Project Number: SC-023-24

Amount: \$24,000.00 PER YEAR

Adopted:

City Clerk

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

This **AGREEMENT** made and entered into this _____ day of _____, in the year 2024, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR:** POT-O-GOLD RENTALS, LLC
41248 East I-55 Service Road
Hammond, Louisiana 70403
(888) 768-6465

City of Mobile Business License No.: 074702
City of Mobile Vendor No.: 284249
State of Alabama Business Entity No.: 000-294-485

for the following PROJECT:

PROJECT NAME: **SERVICE CONTRACT – VARIOUS LOCATIONS –
PORTABLE TOILETS**

PROJECT LOCATION: **VARIOUS CITY OF MOBILE LOCATIONS**

PROJECT NUMBER: **SC-023-24**

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, with the option to extend for two (2) additional one-year terms.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for goods and services provided at the following unit rates, **in an approximate total amount of Twenty-Four Thousand Dollars and 00/100 (\$24,000.00) per year.**

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

1. Year One. Estimated Annual Deployments.

Type	Estimated Long-Term, Site-Specific Units			Estimated Short Term Event Units (TBD)		
	Quantity	Monthly Unit Price for 1x Per Week Service	x 12 Months	Quantity	Weekly Unit Price for 1x Per Week Service	x 1 week
Standard Unit	4	\$ 49.00	\$ 2,352.00	41	\$ 49.00	\$ 2,009.00
Handicap Unit	4	\$ 95.00	\$ 4,560.00	50	\$ 95.00	\$ 4,750.00
Hand Washing Station	0	\$	\$	52	\$ 95.00	\$ 4,940.00
Long-Term Total			\$ 6,912.00	Short Term Events Total		\$ 11,699.00

UNIT PRICES – VARIOUS LOCATIONS – The City may need additional deployments and service levels beyond the standard annual deployments/service levels. The City agrees to pay the following rates for these additional deployments and service levels:

Year 1.

Type	1 x Per Week Service		2 x Per Week Service		3 x Per Week Service	
	Per Week	Per Month	Per Week	Per Month	Per Week	Per Month
Standard Unit	\$ 49.00	\$ 49.00	\$ 89.00	\$ 89.00	\$ 119.00	\$ 119.00
Handicap Unit	\$ 95.00	\$ 95.00	\$ 149.00	\$ 149.00	\$ 199.00	\$ 199.00
Hand Washing Station	\$ 95.00	\$ 95.00	\$ 149.00	\$ 149.00	\$ 199.00	\$ 199.00

The City of Mobile may choose to extend the service contract for up to two additional one-year terms. Service Contractor should list Year 2 and Year 3 rate increase multipliers (if any) below for potential second and third-year contract terms.

Year 2 Increase Multiplier (over year one price, if any) 0 %

Year 3 Increase Multiplier (over year one price, if any) 0 %

Service Contractor shall insure all ordered Units are delivered and in place in accordance with the provisions listed in the Scope of Work, within 24 hours of placement of the order from the Service Contractor Administrator or designated representative.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

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. Two (2) original invoices 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:

1.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools, and reasonable overhead.

1.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

2.1 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 Agreement
- 2. Scope of Work, dated September 4, 2024
- 3. Bid Form
- 4. Subcontracting and Major Supplier Plan
- 5. E-Verify documentation
- 6. Secretary of State Business Entity documentation
- 7. Certificate of Liability Insurance with Endorsements
- 8. General Conditions
- 9. Addendum #1, dated September 11, 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

CONTRACT AGREEMENT

PAGE 3 OF 7

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

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

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 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.

8.11 Public contracts with entities engaging in certain boycott activities: By signing this contract, 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.

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:
Pot-O-Gold Rentals, LLC

Signature

Signature

Mayor, City of Mobile
Printed Name and Title

Dennis Flynn, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Louisiana
COUNTY OF Tasichoa

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Dennis G Flynn as President of Pot-O-Gold Rentals 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 Pot-O-Gold Rentals.
Sworn to and subscribed for me this 22nd day of October, 2024.

NOTARY PUBLIC

My Commission Expires: At Death



L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30864
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

SCOPE OF WORK
PORTABLE TOILETS – SC-023-24
SEPTEMBER 4, 2024

1. GENERAL REQUIREMENTS:

A. Description of Scope of Work:

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for the delivery, installation, servicing, and removal of portable toilets and handwashing stations at various City of Mobile locations, in accordance with the terms of this Contract.

Service Contractor shall insure all ordered Units are delivered and in place in accordance with the provisions listed in the Scope of Work below, within 24 hours of the order's placement by Service Contractor Administrator or designated representative.

Service Contractor shall provide portable toilets and handwashing stations in new or "like-new" condition during the term of this Agreement. The furnishing and servicing of portable toilets at various sites (during the term of this Agreement) shall include:

1. Furnish best portable units available. All doors shall function properly, and all hardware and paper holders shall be intact.
2. Furnish and keep rolls of clean toilet paper in all units.
3. Furnish the necessary chemicals and cleaning agents to keep units clean and odor free.
4. Service each unit per the requested frequency – 1x per week, 2x per week, or 3x per week.
5. Furnish soap/gel or alcohol/gel and cleaner dispenser in all units.
6. Furnish units in location(s) designated by Service Contract Administrator or designated representative.
7. Portable toilets shall not be placed near storm drains, with placement no closer than twenty-five (25) feet minimum from any drain inlet.

B. Coordination:

Service Contractor shall coordinate all placement and replacement work with the Service Contract Administrator or other designated representative.

C. Removal of Units due to Storm Event:

1. Service Contractor shall be required to remove all portable toilets and handwash stations at least forty-eight (48) hours prior to any named hurricane (or storm event with sustained winds of 74 mph or greater) impacting the greater Mobile, Alabama area.
2. Portable toilets and handwash stations shall be relocated to Service Contractor's secure facility during storm event.
3. Service Contractor shall re-install units as soon as is practicable after storm event passes.

D. Requests for Unit Deployment and Billing:

The City of Mobile may, during the term of this Agreement, request deployment and services of portable toilets and handwashing stations. The following representatives are authorized to place orders and be invoiced according to the list below:

1. Building Services: Cassie Boatwright, Jacob Laurence, Chad Holm, Shawn Meek, and David Stultz. Invoice to: buildingservices@cityofmobile.org.
2. City of Mobile Events Department: Katie Wigfield. Invoice to: events@cityofmobile.org, copy buildingservices@cityofmobile.org.
3. City of Mobile Parks and Recreation: Gerard McCants. Invoice to: mccantsg@cityofmobile.org and hankinsc@cityofmobile.org, copy buildingservices@cityofmobile.org.

Service Contractor shall supply the necessary units as requested and bill as listed under Section 3.3 Schedule of Values in the Contract Agreement.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: **PROJECT NAME:** SERVICE CONTRACT – VARIOUS LOCATIONS –
PORTABLE TOILETS

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-023-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated September 4, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services 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: Pot-O-Gold Rentals, LLC

ADDRESS: 5237 Henry Road, Eight Mile AL 36613 **PHONE** (888)768-6465

CITY OF MOBILE BUSINESS LICENSE NUMBER: 074702

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 000-294-485

(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, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

The Contract shall be based on the Year One bid for the number of units estimated below, as needed, as per the bid specifications. The City anticipates long term deployments at five locations with a total of 8 units (1-2 at each location), and approximately 31 short term (multi-unit), event-specific deployments, per year, to various city-affiliated venues and parks for local events and festivals, and at other locations as specified by the city, in consultation with the vendor, as needed. The projected annual deployment number and projected number of individual units is an estimate only, subject to unpredictable event demand. Actual unit deployments may be requested at a higher or lower frequency at the City's sole discretion.

1. Year One. Estimated Deployments.

Year One Estimated Deployments						
Type	Estimated Long-Term, Site-Specific Units			Estimated Short Term Event Units (TBD)		
	Quantity	Monthly Unit Price for 1x Per Week Service	x 12 Months	Quantity	Weekly Unit Price for 1x Per Week Service	x 1 week
Standard Unit	4	\$ 49.00	\$ 2352.00	41	\$ 49.00	\$ 2009.00
Handicap Unit	4	\$ 95.00	\$ 4560.00	50	\$ 95.00	\$ 4750.00
Hand Washing Station	0	\$	\$ -	52	\$ 95.00	\$ 4940.00
	Long-Term Total		\$ 6,912.00	Short Term Events Total		\$ 11,699.00
Long-Term Total and Short-Term Events Estimated Total Combined - Grand Total						\$ 18,611.00

Total Bid for Year One:

\$ Eighteen Thousand Six Hundred Eleven Dollars \$ 18,611.00
 (Written in Words) (Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

UNIT PRICES – VARIOUS LOCATIONS – The City of Mobile may also request additional units at varying service frequencies, as needed, in quantities as directed. Unit pricing listed below should be commensurate with the year one pricing bid above. The following rates shall apply:

Year 1.

Type	1 x Per Week Service		2 x Per Week Service		3 x Per Week Service	
	Per Week	Per Month	Per Week	Per Month	Per Week	Per Month
Standard Unit	\$ 49.00	\$ 49.00	\$ 89.00	\$ 89.00	\$ 119.00	\$ 119.00
Handicap Unit	\$ 95.00	\$ 95.00	\$ 149.00	\$ 149.00	\$ 199.00	\$ 199.00
Hand Washing Station	\$ 95.00	\$ 95.00	\$ 149.00	\$ 149.00	\$ 199.00	\$ 199.00

The City of Mobile may choose to extend the service contract for up to two additional one-year terms. Bidders should list Year 2 and Year 3 rate increase multipliers (if any) below for potential second and third-year contract terms.

Year 2 Increase Multiplier (over year one price, if any) 0 %

Year 3 Increase Multiplier (over year one price, if any) 0 %

Service Contractor shall insure all ordered Units are delivered in accordance with the provisions listed in the Scope of Work, within 24 hours of placement of the order by the Service Contract Administrator or designated representative.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

2. BID INCLUDES:

Addendum Number 1, Dated 9/11/2024

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: Harris County Auditors Office

Company Address: 1001 Preston, Suite 670 Houston TX 77002

Telephone: (713)274-4422 Email: teresa.browder@pur.hctx.net

Type of Work: Portable Toilet and Handwash Station Rental and Services

Date(s): First Contract 2017 to Current Contract

B. Reference #2:

Company Name: Texas Parks and Wildlife

Company Address: 4200 Smith School Road, Austin TX 78744

Telephone: (281)456-8266 Email: kametria.mattox@tpwd.texas.gov

Type of Work: Portable Toilet and Handwash Station Rental and Services

Date(s): First Contract 2009 to Current Contract

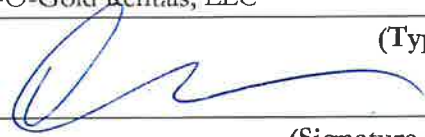
C. Reference #3:

Company Name: Chalmette RefiningCompany Address: 500 West St. Bernard Hwy, Chalmette LA 70043Telephone: (228)493-2123 Email: James.Thornton@pbfenergy.comType of Work: Portable Toilet and Handwash Station Rental and ServicesDate(s): First Contract 2020 to Current Contract**END OF SECTION**

7. 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 the name. 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:Pot-O-Gold Rentals, LLC

(Typed)

BY: 

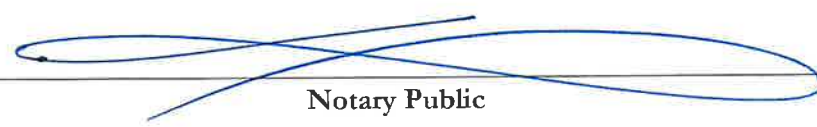
(Signature of Company Officer)

COMPANY OFFICER: Dennis G Flynn

(Typed)

TITLE President

(Typed)

DATE September 12, 2024Sworn to and subscribed before me this 12 day of 2024
Notary Public

END OF SECTION



L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30864
STATE OF LOUISIANA
My Commission Expires
08/2025



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-023-25 Current Date 08/12/2024

Project Description Service Contract- Various COM Locations- Portable Toilets

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.

Contract is limited in scope and is not likely to present opportunity for subcontracting

Requested By (Department Director)

Chad Holm

Digitally signed by Chad Holm
Date: 2024.08.12 14:57:49 -05'00'

(Signature)

(Title)

(Date)

Telephone Number

Email Address

Archnique Kidd, Supplier Diversity Manager

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Supplier Diversity Manager

9/11/2024

(Signature)

(Title)

(Date)

Approved By (CAO)



Company ID Number: 440642

Client Company ID Number: 1331878

Approved by:

Employer

Pot-O-Gold Rentals LLC

Name (Please Type or Print)

Matthew Judd

Title

Signature

Electronically Signed

Date

08/13/2018

E-Verify Employer Agent

S & W PAYROLL SERVICES LLC

Name (Please Type or Print)

Matthew Judd

Title

Signature

Electronically Signed

Date

08/13/2018

Department of Homeland Security – Verification Division

Name (Please Type or Print)

USCIS Verification Division

Title

Signature

Electronically Signed

Date

08/13/2018



Company ID Number: 440642

Client Company ID Number: 1331878

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Pot-O-Gold Rentals LLC
Company Facility Address	41248 East I-55 Service Road Hammond, LA 70403
Company Alternate Address	PO Box 1627 Hammond, LA 70404
County or Parish	TANGIPAHOA
Employer Identification Number	721230761
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Pot-O-Gold Rentals, LLC	
Entity ID Number	000 - 294 - 485
Legal Name in Place of Origin	Pot-O-Gold Rentals, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	41248 E. I-55 Service Rd. Hammond, LA 70403
Principal Mailing Address	P.O. Box 1627 Hammond, LA 70404
Status	Exists
Place of Formation	Louisiana
Formation Date	01/15/1993
Qualify Date	01/14/2014
Registered Agent Name	Bridges, Wesley K
Registered Office Street Address	5237 Henry Road Eight Mile, AL 36613
Registered Office Mailing Address	PO Box 1627 Hammond, LA 70404
Nature of Business	
Doing Business in AL Since	01/01/2014
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/14/2014 Certificate of Formation 2 pgs.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2024

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 Acentria Insurance - New Orleans 800 West Commerce Road, 104 Harahan LA 70123	CONTACT NAME: KELLY HARMON PHONE (A/C, No, Ext): 225-380-2008 FAX (A/C, No): E-MAIL: KELLY.HARMON@ACENTRIA.COM ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Crum & Forster Specialty Insurance Company NAIC # 44520 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404	POTOGOL-01

COVERAGES

CERTIFICATE NUMBER: 1521331786

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GENERAL AGGREGATE LIMIT APPLIES PER POLICY ☒ PROJECT ☐ LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	EPK146640	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 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) \$ \$
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	EFX124583	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$ 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)
SC-023-24 Service Contract - Various Locations - Portable Toilets

GENERAL LIABILITY/POLLUTION
Contractor's Pollution - \$2,000,000
Transportation Pollution - \$1,000,000
Non-Owned Site Pollution - \$1,000,000
Blanket Waiver of Subrogation when required by written contract
Blanket Additional Insured when required by written contract (Completed Operations)
See Attached...

CERTIFICATE HOLDER

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.

City of Mobile
Post Office Box 1827
Mobile AL 36633-1827

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: POTOGOL-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Acentria Insurance - New Orleans		NAMED INSURED Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404	
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

Blanket Additional Insured when required by written contract
 Primary and Non-Contributory when required by written contract
 Per Project Aggregate
 Watercraft Amendatory
 30 Day Notice of Cancellation

UMBRELLA

Follows Form
 Commercial Auto Liability: 02/01/2024-02/01/2025 Old Republic
 Employers' Liability: 02/01/2024-02/01/2025 Old Republic
 Commercial General Liability: 02/01/2024-02/01/2025 Crum & Forester
 Contractors' Pollution: 02/01/2024 - 02/01/2025 Crum & Forester
 Transportation Pollution: 02/01/2024 - 02/01/2025 Crum & Forester



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2024

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 4041 Essen Lane, Suite 400 Baton Rouge LA 70809	CONTACT NAME: Cheryl Ann Boudreaux		
	PHONE (A/C, No, Ext): 225-336-3245	FAX (A/C, No): 225-336-4536	
	E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com		
INSURED Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.; TSWS Trucking, LLC; TSWS, Inc. PO Box 1627 Hammond LA 70404	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Old Republic Insurance Co.		24147
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 328677864 **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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		MWTB315953	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		MWC315952	2/1/2024	2/1/2025	☒ 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)
Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis with respects to Auto Liability when required by written contract, with a Waiver of Subrogation granted in their favor in respects to Automobile Liability and Workers Compensation when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless certificate holder as required by written contract.
30 Day Notice of Cancellation is applicable in respects to the Auto and Workers Compensation policies referenced above.

General Liability, Pollution and Excess are serviced through a separate agency (please forward an email to: coi@potogoldwaste.com for these coverages)
Project Name/Number: SERVICE CONTRACT - VARIOUS LOCATIONS - PORT TOILET SC-023-24

CERTIFICATE HOLDER City of Mobile Post Office Box 1827 Mobile AL 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pot-O-Gold Rentals, LLC

Endorsement Effective Date: 02/01/24

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

POLICY NUMBER: MWC 315952 24

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE**1. ALTERNATE EMPLOYER****ADDRESS**

WHERE SPECIFIED BY CONTRACT

2. STATE OF SPECIAL OR TEMPORARY EMPLOYMENTALL STATES LISTED IN ITEM 3.A. OF THE INFORMATION PAGE
EXCEPT: TEXAS**3. CONTRACT OR PROJECT**

WHERE SPECIFIED BY CONTRACT

DATE OF ISSUE:

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement. Premium will be charged for employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer. Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE		
ALTERNATE EMPLOYER	ADDRESS	STATE OF SPECIAL OR TEMPORARY EMPLOYMENT
WHERE SPECIFIED BY CONTRACT		TX

POLICY NUMBER: MWC 315952 24

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW

DATE OF ISSUE:

WC 00 03 13

(Ed. 4-84)

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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

GENERAL CONDITIONS

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 Facility 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 monthly 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 Schedule of Values as listed in the Agreement.

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 Locations – Portable Toilets

Project #SC-023-24

Date: September 11, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated September 4, 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 September 11, 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.

END OF ADDENDUM NO. 1

[illegible]

**Service Contract – Portable Toilets –
Various City of Mobile Facilities**

Project # SC-023-24

PRE-BID CONFERENCE

10:00am Wednesday, September 11, 2024
205 Government Street, Mobile, Alabama 36602

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
REAM Operations Manager
Jacob Laurence, 251-422-3312; laurencej@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 deployment of Portable Toilets at various City of Mobile sites and events, as directed by the City of Mobile, Building Services Department, as outlined in the Bid Documents, dated September 4, 2024.
- B. 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 normally be limited to work days agreed upon in advance by the Buildings Services Project Manager, or authorized site representative 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. Seasonal exceptions may be requested and granted through the respective site manager and Building Services Project Manager.
- G. Upon coordination with the Building Services Project Manager, 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 up to two (2) additional one-year 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 laurencej@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, September 18, 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, 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 Building Services 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 12, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year contract, renewable for two additional one-year periods, with ArborMetrics Solutions, LLC, for professional arborist staffing services for Urban Forestry in an amount NTE \$300K per year.

Amount of Contract:

NTE \$300,000 per year

Funding Source

General fund. 1004.2018.42070

ATTACHMENTS:

1. 2024 Agenda Package Arborist

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
Brandi Montgomery
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 November 2024
Date

Item No. _____

Submitted by: Public Services - Urban Forestry
Department

Peter Toler
Department Head

Sponsored by: Mayor William S. Stimpson
Name

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: Contract with ArborMetrics Solutions, LLC

PURPOSE & SCOPE OF PROJECT:

One year contract, renewable for two additional one-year periods, with ArborMetrics Solutions, LLC,
for professional arborist staffing services for Urban Forestry in an amount NTE \$300K per year.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed NTE \$300K/year

FUNDING SOURCE:

Budget Item: 1004.2018.42070

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: Upon signature

Renewal date of contract (if applicable): Annually for 2 1yr periods

If not bid, state reason: Exempt as Professional Service 41-16-51-(a)(3)

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and ArborMetrics Solutions, LLC, to provide professional arborist staffing services, for one year, renewable for two additional one-year periods without further approval required by Council, in an amount as needed not to exceed \$300,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



Professional Services Contract **City of Mobile**

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and ArborMetrics Solutions, LLC ("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of professional arborist staffing services.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK:** The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to investigate tree-related service requests, inventory/assess trees, identify urban forestry maintenance priorities, manage outsourced tree maintenance activities, and ensure proper quality and documentation of internal and external work.
 - a. The City is under no obligation to engage Service Provider for any minimum quantity or value of services, but only such services as mutually agreed upon between the City and Service Provider.
 - b. Service Provider will make every effort to provide the most effective and cost-efficient delivery of services to the City through the recruitment and use of locally-based arborists, optimally qualified to provide desired contract services.
 - c. The full scope of services are as described in ***Exhibit A***.
 - d. The City's Project Manager for all tasking shall be the City of Mobile Senior Director, Public Services or, under his direction, the City of Mobile Deputy Director -Urban Forestry.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement for one year, renewable with the consent of both parties for two additional one year periods.
3. **COMPENSATION:** The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule attached in ***Exhibit A***. The total fees for such services shall not exceed \$300,000.00, per calendar year. Service Provider is responsible to track work assigned and to alert City if tasking will exceed this amount. Service Provider is not entitled to additional compensation beyond

the annual amount absent specific written amendment to this agreement in advance of work performance. Unit rates are subject to a mutually agreed upon annual rate adjustments not to exceed 4% over the previous year rates for each renewal period.

4. INVOICE: The Service Provider shall be paid in arrears for work completed and shall submit itemized invoices every other Monday for work completed the prior two-week period.

5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider 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 Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. INSURANCE REQUIREMENTS:

Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

For the term of this Agreement, Provider 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, under subsections B, C, and E, shall name the City of Mobile as an additional insured to the extent of the Service Provider's obligations under this agreement***, 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. The City shall fully cooperate with the Service Provider, its representatives, and insurers on any claim.

The following amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation

Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations

Public Liability including premises, products and complete operations

1. Bodily Injury Liability
 - a. \$1,000,000 each person
 - b. \$1,000,000 each occurrence
 2. Property Damage Liability
 - a. \$1,000,000 each occurrence or
 - b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit
- C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles.
1. Bodily Injury Liability
 - c. \$250,000 each person
 - d. \$500,000 each occurrence
 2. Property Damage Liability
 - c. \$100,000 each occurrence
- OR
- Combined Bodily Injury and Property Damage - \$500,000.00
- D. Professional Liability
\$500,000.00
- E. Excess/Umbrella Liability Insurance:
Providing following form coverage for Employer’s Liability, Comprehensive General Liability, and Automobile Liability.
- Limit of Liability: \$1,000,000 combined single limit of liability each “occurrence” for bodily injury and/or property damage.

Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement to the extent of the Service Provider’s obligations under this agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer’s acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider’s insurance or otherwise contained in this Agreement.

8. INDEMNITY: Service Provide shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect to all claims

arising out of Service Provider's negligent and/ or wrongful acts, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses arising from or in connection with Service Provider's breach of 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. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law, provided Service Provider's liability under this Article will be reduced to the extent that such claims are contributed to or caused by any act or omission of City and its agents, employees, elected officials, and representatives.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider 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.

11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).

13. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. 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, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. **FORCE MAJEUR:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. **TERMINATION:** Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. 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. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. **NOTICE:** Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City: City of Mobile
P.O Box 1827
Mobile, AL 36633

Service Provider: ArborMetrics Solutions, LLC
224 Thompson Street #104
Hendersonville NC 28792

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Service Provider: ArborMetrics Solutions LC

Robert Richens

Robert E. Richens Jr.

Date: 10/29/24

NAME

President

Title

ACKNOWLEDGEMENT

The State of North Carolina }

Buncombe County }

I, Kelly H Frady, a Notary Public, in and for said County in said State, hereby

certify that Robert E Richens Jr, whose name as President, ArborMetrics Solutions LLC, 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 29 day of October, 20 24

Kelly H Frady
(Seal)

Notary Public



CITY OF MOBILE, A Municipal Corporation

BY: William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibits: A Project Statement of Work
 B Evidence of Insurance



Project Statement of Work

City of Mobile AL Arborist

September 19, 2024

CONTACT:

President –Robert Richens

Phone: 828-200-0795

RRichens@arbormetrics.com

Contents

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1.0 Project Purpose

ArborMetrics Solutions (AMS) is to provide necessary personnel and equipment to support the Urban Forestry division of the City of Mobile Public Services department. The purpose of the position is to investigate tree-related service requests, inventory/assess trees, identify maintenance priorities, manage outsourced tree maintenance activities, and ensure proper quality and documentation of internal and external work.

2.0 Project Scope of Work

The general scope of work will include:

- Inventorying trees on city rights-of-way and other city properties.
- Coordinating and investigating tree maintenance and removal activities with the Urban Forestry division of the City of Mobile's Public Services department.
- Planning and managing planting projects and disease and insect control programs.
- Work is performed under the general supervision of the Deputy Director of Urban Forestry.
- Preparing inventories of the number and types of trees on city rights-of-way, in parks and cemeteries and on other city property.
- Recommend enforcement of local and state ordinances pertaining to urban forestry.
- Assess the condition of trees using ANSI A300 Standards
- Supervising the planting and maintenance of trees.
- Scheduling and reviewing the work of Urban Forestry field employees and subcontracted vendors.
- Assisting in the coordination of daily work assignments for work crews.
- Investigating tree related complaints.
- Coordinating with Alabama Power and other local utilities with regards to tree maintenance.

3.0 Project Location

The project area will be within the corporate limits of the city of Mobile, Alabama.



4.0 Project Milestone Schedule

- Determine project parameters and complete signed scope of work by September 28, 2024.

5.0 Project Stakeholders

Contact Name	Email	Phone	Project Role
Peter Toler	peter.toler@cityofmobile.org	251-288-7926	Deputy Director of Urban Forestry - City of Mobile Public Services Department
Robert Richens	rrichens@arbormetrics.com	828-200-0795	AMS President
Henry King	hking@arbormetrics.com	407-506-7395	AMS Director of Business Development
Rachel Barker	Rbarker3@arbormetrics.com	334-750-4449	AMS Director Project Management Office
Tom Hollingsworth	thollingsworth@arbormetrics.com	724-747-2334	AMS Senior District Area Manager
Simon Kenyon	skenyon@arbormetrics.com	512-801-1814	AMS Project Manager/ Safety Supervisor

Communication Type	Description	Frequency	Format	Participants/ Distribution	Deliverable	Owner
Daily phone check-in	Discussion to review work assignments/ status updates.	Daily	Phone	AMS Field Personnel Deputy Director of Urban Forestry	Update Work Status	AMS Field Personnel and Deputy Director of Urban Forestry
Bimonthly Project Review	Present status to project stakeholders	Bimonthly	Virtual Meeting	Project Stakeholders	Status Presentation	Project Manager

6.0 Project Contract type, Cost and Payment Schedule

Item	Description	Billing Rate (\$/hr)
Associate Contract Arborist	Non-ISA Certified – Applicable Degree	\$ 46.36 ST \$ 66.76 OT
Contract Arborist I	1-2 years' experience; Applicable Degree, ISA Certified Arborist or ability to obtain within 1 year.	\$ 53.45 ST \$ 76.97 OT
Contract Arborist II	2 + years' experience, Applicable Degree, ISA Certified Arborist, Utility or Municipal Specialist	\$60.50 ST \$87.12 OT
Senior Contract Arborist	3+ years' experience, Applicable Degree, ISA Certified Arborist, Utility or Municipal Specialist	\$ 67.52 ST \$97.23 OT
Per Diem	Meals	\$40.00/day
	Lodging	Direct Reimbursement
Other Related Expenses		Direct Reimbursement
Vehicle and related equipment	4WD Pick-up/compact	\$12.29 / Hr.
Smart Phone, PPE, & Other tools		In labor rate

**1-year contract with 2 option years. Contractor's meeting customer expectations through their job performance will receive a 4% annual increase regardless of position code.

7.0 Project Assumptions

- AMS can provide appropriate personnel in the Mobile, AL area, or able to relocate to the city.
- Contract language is executed prior to scope execution.
- Contractor's daily job tasks to be assigned by Deputy Director of Urban Forestry.

8.0 Project Authorization

A signature listed below indicates approval of the project Statement of Work, its content and serves as an approval for the Project Manager to execute the listed project deliverables and milestones.

Robert Richens

ArborMetrics Solutions LLC President

City of Mobile Representative

Date:

Date:

Appendix A: Scope Change Template Example

Scope Change/ Scope of Work revision Template

Project Name

Company Name:	
Document Creation Date	
Date submitted:	
Submitted by:	
Scope Change Request #	
Approval needed from:	

Original scope description:
Scope change request description:
Reason(s) for requested scope change request:

Out of Scope:

Team Members Involved

Contact Name	Email	Phone	Project Role

Items Schedule:

Expected Project Item Costs

Manager AMS

Client Name

Date:

Date:

Your signature indicates that you agree to the revised scope and price as outlined in this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

9/19/2024

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 Aon Risk Services Central, Inc. Two Logan Square 100 North 18th Street, 16th floor Philadelphia, PA 19103	Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069	CONTACT NAME: PHONE (A/C, No, Ext): 215-255-2000 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Greenwich Insurance Company	22322
		INSURER B: XL Insurance America, Inc.	24554
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 138556	REVISION NUMBER: 2145138307
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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	POLICYNUMBER	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:	X	X	RGD300136207	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ \$10,000 Med Pa ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	RAD943783707 (AOS) RAD943786807 (VI)	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ 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	N / A	RWD300135807 (AOS) RWR300135907	8/1/2024	8/1/2025	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is listed as additional insured as required by written agreement but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER City of Mobile P.O Box 1827 Mobile, AL 36633	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor William S. Stimpson

Gina Gregory, Councilmember

Purpose and Scope of Project:

TO INCREASE THE CONTRACT SUM FOR ADDITIONAL SCOPE OF WORK TO REMEDIATE ASBESTOS CONTAINING MATERIALS FROM ROOF ASSEMBLIES SCHEDULED FOR REPLACEMENT NOT INCLUDED IN ORIGINAL CONTRACT.

Amount of Contract:

\$22,638.48

Funding Source

C0962 WAC ROOF REPAIR

ATTACHMENTS:

1. "EXECUTED CONTRACT" BG-064-21 (WAC) RE-ROOFING
2. Change order no. 1, Western Admin Bldg (WAC) reroofing

REVIEWERS:

Brenda Parker

Cassie Boatwright

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember 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, 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: E. Cornell Malone Corporation

Project Name: Western Administration Building (WAC) Re-roofing

Project Number: BG-064B-21

Amount: \$122,800.00

Adopted: SEP 03 2024



City Clerk

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 3 day of September in the year
(In words, indicate day, month and year.)

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

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

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

E. Cornell Malone Corporation
185 Davis Johnson Drive, Suite A
Richland, MS 39218
City of Mobile Business License Number: 100620
Secretary of State Registration Number: 000-934-498

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

Western Administrative Complex Building (WAC) Re-roofing
4851 Museum Drive
Mobile, AL 36608
BG-064B-21
Scope: For partial re-roofing and associated roofing repairs

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Architect Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$112,800.00
Contingency Allowance: \$10,000.00
Total Bid: \$122,800.00

Alternate: N/A

Total Contract Sum: \$122,800.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1 (WAC Building): One (1) linear foot of the following; remove damaged wood and metal fascia, provide and install new PT wood sub-fascia, provide and install new metal fascia to match existing.	LF	\$50.00
Unit Price #2 (WAC Building): One (1) linear foot of the following; damaged soffit to be removed by others, provide and install new fiber-cement soffit, paint.	LF	\$50.00
Unit Price #3 (WAC Building): Remove and replace one (1) linear foot of metal gutter to match existing.	LF	\$40.00
Unit Price #4 (General): install new Fall Arrest System and Steel Roof Hatch Safety Extension	SET	\$4,200.00

Init.

Handle per drawing Unit Price Detail 5/3-A106.

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with

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User Notes:

(1716531824)

- a.) Contractor's Release or Waiver of Liens
- b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
 - Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
 - Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
 - Any additional close out requirements per the contract documents; and
 - Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that E. Cornell Malone Corporation has completed the contract for Western Administrative Complex Building (WAC) Re-roofing 4851 Museum Drive Mobile, AL 36608 BG-064B-21. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

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User Notes:

(1716531824)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Roman C. Malone, President
E. Cornell Malone Corporation
185 Davis Johnson Drive, Suite A
Richland, MS 39218
roman@ecmalone.com
602-352-5940

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

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User Notes:

(1716531824)

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .4 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .5 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or X Not Applicable.
 - I. Underground Hazard:
Included or X Not Applicable.
- .6 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor

shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .7 Umbrella/Excess Liability: \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .8 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .9 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .10 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

- .11 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key

Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

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. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum Five (5) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
General		
G001	TITLE SHEET, DRAWING INDEX, VICINITY MAP	04/03/2024
G002	SYMBOLS, ABBREVIATIONS, GENERAL NOTES	04/03/2024
Life Safety		
LS103	CODE SUMMARY, BUILDING #3, WESTERN ADMIN. COMPLEX (WAC)	04/03/2024
Architectural		
3 - A100	BUILDING # 3 WAC, LOCATION MAP	04/03/2024

3 - A101	BUILDING # 3 WAC, ROOF PLAN	04/03/2024
3 - A102	BUILDING # 3 WAC, PHOTOS	04/03/2024
3 - A106	BUILDING #3 WAC, DETAILS	04/03/2024

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
01 10 00	SUMMARY	04/03/2024
01 21 00	ALLOWANCES	04/03/2024
01 22 00	UNIT PRICES	04/03/2024
01 25 12	SUBSTITUTION REQUEST FORM	04/03/2024
01 25 13	SUBSTITUTION PROCEDURES	04/03/2024
01 26 00	CONTRACT MODIFICATION PROCEDURES	04/03/2024
01 30 00	SUBMITTAL PROCEDURES	04/03/2024
01 50 00	TEMPORARY FACILITIES AND CONTROLS	04/03/2024
01 60 00	PRODUCT REQUIREMENTS	04/03/2024
01 70 00	EXECUTION REQUIREMENTS	04/03/2024
01 71 00	CLOSE OUT PROCEDURES	04/03/2024
01 73 29	CUTTING AND PATCHING	04/03/2024
01 78 39	PROJECT RECORD DOCUMENTS	04/03/2024
DIVISION 2	SITE CONSTRUCTION	
02 41 19	SELECTIVE DEMOLITION	04/03/2024
DIVISION 3	CONCRETE – Not Used	
DIVISION 4	MASONRY – Not Used	
DIVISION 5	METALS – Not Used	
DIVISION 6	WOOD AND PLASTICS	04/03/2024
06 10 00	ROUGH CARPENTRY	
DIVISION 7	THERMAL AND MOISTURE PROTECTION	04/03/2024
07 55 20	SBS MODIFIED BITUMINOUS MEMBRANE ROOFING	04/03/2024
07 59 10	MEMBRANE RE-ROOFING PREPARATION	04/03/2024
07 62 00	SHEET METAL FLASHING AND TRIM	04/03/2024
07 92 00	JOINT SEALANTS	04/03/2024
DIVISION 8	DOORS AND WINDOWS – Not Used	
DIVISION 9	FINISHES	04/03/2024
09 91 20	PAINTING	
DIVISION 10	SPECIALTIES – Not Used	
DIVISION 11	EQUIPMENT – Not Used	
DIVISION 12	FURNISHINGS – Not Used	
DIVISION 13	SPECIAL CONSTRUCTION – Not Used	
DIVISION 14	CONVEYING SYSTEMS – Not Used	
DIVISION 22	PLUMBING - Not Used	

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DIVISION 23 HEATING, VENTILATING, AND AIR
CONDITIONING (HVAC) – Not Used.

DIVISION 26 ELECTRICAL – Not Used

DIVISION 28 48 Not Used

.5 Addenda, if any:

Number
Addendum No. 1

Date
04/23/2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Table deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702 and G703
	with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax
	Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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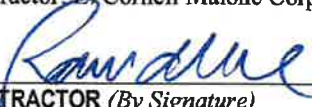
This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: E. Cornell Malone Corporation


OWNER (Signature)


CONTRACTOR (By Signature)

(Rows deleted)

William S. Stimpson, Mayor
(Printed name and title)

Roman C. Malone, President
(Printed name and title)



ATTEST:


Lana Paffenbach

ASSISTANT City Clerk

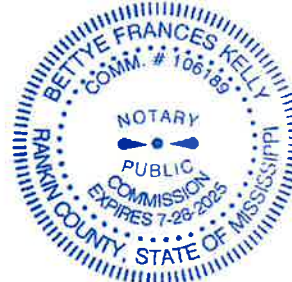
STATE OF Mississippi
COUNTY OF Rankin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Roman C. Malone as President of E. Cornell Malone Corporation and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 14th day of August, 2024.


NOTARY PUBLIC

My Commission Expires: July 28 2025



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PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, E. Cornell Malone Corporation 185 Davis Johnson Drive, Suite A Richland, MS 39218, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Western Administrative Complex Building (WAC) Re-roofing (BG-064B-21) 4851 Museum Drive Mobile, AL 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

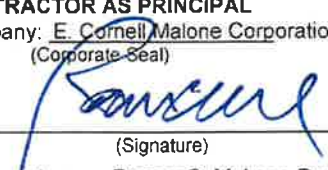
In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL

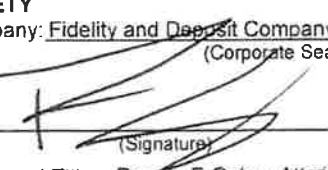
Company: E. Cornell Malone Corporation
(Corporate Seal)

By: 
(Signature)

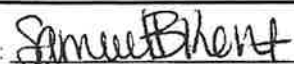
Name and Title: Roman C. Malone, President

SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: 
(Signature)

Name and Title: Roman E. Galey, Attorney-in-Fact

Resident Agent: 
(Signature)

Name and Title: Samuel B. Kent
Company Name: Fidelity and Deposit Company of Maryland
Address: One Perimeter Park South, Suite 100N
Birmingham, AL 35243
Phone and Fax: 205-790-7545
samuel.kent@zurichna.com

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, E. Cornell Malone Corporation 185 Davis Johnson Drive, Suite A Richland, MS 39218, as Principal, and Fidelity and Deposit Company of Maryland 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Western Administrative Complex Building (WAC) Re-roofing (BG-064B-21) 4851 Museum Drive Mobile, AL 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

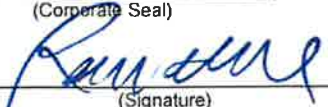
- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Roman E. Galey **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL

Company: E. Cornell Malone Corporation
(Corporate Seal)

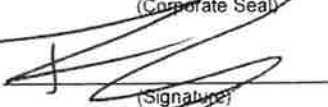
By: 

(Signature)

Name and Title:
Roman C. Malone, President

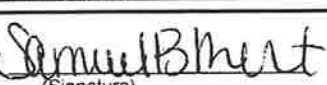
SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: 

(Signature)

Name and Title: Roman E. Galey, Attorney-in-Fact

Resident Agent: 

(Signature)

Name and Title: Samuel B. Kent
Company Name: Fidelity and Deposit Company of Maryland
Address: One Perimeter Park South, Suite 100N
Birmingham, AL 35243
Phone and Fax: 205-790-7545
samuel.kent@zurichna.com

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 20____.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXHIBIT 3



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

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. **NOTE:** To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

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

Section I. Information about your company

FORM 1: Background and Plan

Company	E. Cornell Malone Corporation
Address	7949 Bullitt Drive Mobile, AL 36619
Telephone	602-352-5940
E-Mail	roman@ecmalone.com

RFP/RFQ Solicitation Number	COM #BG-064B-21
Project Description	Western Administrative Complex Building (WAC) Re-Roofing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 180 Female 30 Minority 105 Non-minority SDVO
	Total #of Employees 210

Subcontractor/Major Supplier Plan submitted by:

Printed Name: E. Cornell Malone Corporation

Signature: E. C. Malone Date: 05/01/24

Title: President

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

Name: Shawn Littles Title: Project Manager

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

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

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

FORM 1: Background and Plan (Cont'd)

Please Print Company E. Cornell Malone Corporation Your Bid/Proposal Amount \$ 122,800.00

5/ 1 / 2024 Description Western Administrative Complex Building (WAC) Re-Roofing

Name of Bidder/Proposer: E. Cornell Malone Corporation

Date:

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: E. Cornell Malone Corporation

Contact Person: Shawn Littles

Phone 251-300-0455

Email shawn@ecmalone.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	CANDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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.

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. N/A



Alabama Secretary of State



E. Cornell Malone Corporation	
Entity ID Number	000-934-498
Entity Type	Foreign Corporation
Principal Address	185 Davis Johnson Dr Suite A Richland, MS 39218
Principal Mailing Address	1 Commerce Drive Suite 200 Hattiesburg, MS 39402
Status	Exists
Place of Formation	Mississippi
Formation Date	06/29/1983
Qualify Date	09/27/2006
Registered Agent Name	NEWTON, ERIK S
Registered Office Street Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Registered Office Mailing Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	09/12/2017
Agent Mailing Address Changed From	* Added
Transaction Date	09/12/2017
Registered Agent Changed From	STANLEY, GRIFF 1707 RIDGEDALE DR TUSCALOOSA, AL 35406
Transaction Date	05/09/2024
Principal Mailing Address Changed From	Not Provided
Transaction Date	05/09/2024
Principal Office Changed From	439 DORY ST JACKSON, MS 39201
Scanned Documents	
Purchase Document Copies	

E. Cornell Malone Corporation			
Document Date / Type / Pages	09/27/2006	Certificate of Formation	1 pg.
Document Date / Type / Pages	09/12/2017	Registered Agent Change	2 pgs.
Document Date / Type / Pages	05/09/2024	Articles of Amendment	3 pgs.

[Browse Results](#)

[New Search](#)



Company ID Number: 104997



Approved by:

E-Verify Employer Agent Employer E. CORNELL MALONE CORPORATION	
Name (Please Type or Print) LEIA STEWART	Title HR DIRECTOR
Signature Electronically Signed	Date 03/05/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/05/2008



Company ID Number: 104997

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	E. CORNELL MALONE CORPORATION
Company Facility Address	185 DAVIS JOHNSON DR SUITE A RICHLAND, MS 39218
Company Alternate Address	
County or Parish	RANKIN
Employer Identification Number	640677155
North American Industry Classification Systems Code	238
Parent Company	E. CORNELL MALONE CORPORATION
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

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 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Daphne Coleman PHONE (A/C, No, Ext): 601-554-7321 E-MAIL: daphne.coleman@cadenceinsurance.com ADDRESS: daphne.coleman@cadenceinsurance.com	FAX (A/C, No): 877-288-0152
INSURED E. Cornell Malone Corporation Malone Roofing Services, LLC Malone Specialty Contractors, LLC 185 Davis Johnson Drive, Suite A Richland MS 39218	INSURER(S) AFFORDING COVERAGE INSURER A: Gray Insurance Company INSURER B: Texas Insurance Company INSURER C: Admiral Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 36307 16543 24856

COVERAGES

CERTIFICATE NUMBER: 583474948

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR (see remarks) GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	XSGL100081	5/1/2024	5/1/2025	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 \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Deductible \$50,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ MCS90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	XSAL100088	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$50,000
B C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	JT124XCAN0325901 UX00000082801	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A A 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/A	GWC100150 GWC100417 XSWC100079	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	☒ 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)

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO THE CERTIFICATE HOLDER, OWNER, AND ANY PERSON(S) OR ORGANIZATION(S) WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Blanket Additional Insured with coverage for ongoing and completed operations (Form GIC030265 04/20)
Blanket Primary and Noncontributory (Form CF2001 (12/19))
See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P. O. Box 1827
Mobile AL 36633

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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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Person or Organization****Manual Premium**

Any person, firm or organization when required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/1/2024
Insured

Policy No. GWC100150

Endorsement No.
Premium

Insurance Company Gray Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

RESOLUTION

2025

Sponsored by Mayor William S. Stimpson and Councilmember 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, Change Order No. 1 to Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of \$22,638.48 will be added to the original contract amount of \$122,800.00. A copy of said contract is on file in the office of the City Clerk.

Name of Company: E. Cornell Malone, Corp.

Project Name: Western Administration Building (WAC) – Re-roofing

Project Number: BG-064B-21

Amount: \$22,638.48

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Sain Associates to update City infrastructure information in the City's Americans with Disabilities Act transition plan.

Amount of Contract:

\$150,000.00

Funding Source

Capital Project C0989

ATTACHMENTS:

1. 2024 Agenda Package Sain

REVIEWERS:

Donald Rose
Brenda Rhodes
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 12 November 2024
Date

Item No. _____

Submitted by: Procurement
Department

Don Rose
Department Head

Sponsored by: Mayor William S. Stimpson
Name

Title

Reviewed by: Rick Moore
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Sain Associates

PURPOSE & SCOPE OF PROJECT:

Contract with Sain Associates to update City infrastructure information in the City's Americans with Disabilities Act transition plan.
Capital C0989

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$150,000.00

FUNDING SOURCE:

Budget Item: C0989

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: 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:

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: ADA Transition Plan Updates

CAPITAL PROJECT # C0989 DATE OF RECEIPT 11/06/2024

DEPT. PROJECT # 0000

PROJECT DESCRIPTION Update infrastructure information in City Americans

with Disabilities Act Transition Plans to meet regulatory requirements.

CONTRACT AMOUNT \$ 150,000.00

VENDOR NAME Sain Associates

VENDOR NUMBER 295020

DEPT # 2560 DEPT NAME Procurement / ADA Coordinator

CONTRACT ADMINISTRATOR Don Rose

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% ___ or If different, indicate special rate___

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Don Rose Date 11/6/2024

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 Sain Associates, for professional services to update infrastructure information in the City Americans With Disabilities Act Transition Plan, in the amount not to exceed \$150,000.00, 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



Professional Services Contract
City of Mobile
AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and Sain Associates ("Service Provider").

WHEREAS, Sain Associates, Service Provider is uniquely qualified and engaged in the business of professional engineering services.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK:** The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as described in Service Provider's ADA Transition Plan Update – Phase 1, proposal dated September 9, 2024, found as **Exhibit A** to this agreement. In the event of a conflict between the terms of this Agreement and the terms of **Exhibit A**, the terms of this Agreement shall control. The City's Project Manager for this agreement will be the City's Americans with Disabilities Act Coordinator, or his designated representative. The Project Manager and Service Provider may adjust the Scope of Work upon mutual agreement is determined to efficiently accomplish the project.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement and continue thereafter until completion of the tasks described in Exhibit A, or by September 30, 2025, whichever is later.
3. **COMPENSATION:** The total amount to be compensated to Service Provider under this agreement is not to exceed \$150,000. The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in **Exhibit A**.
4. **INVOICE:** The Service Provider shall submit documented invoices showing work performed at appropriate intervals of project completion in accordance with **Exhibit A** and upon mutual agreement of the parties.
5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data

shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider 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 Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to Service Provider.

7. **INSURANCE REQUIREMENTS:** Service Provider shall maintain 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

Service Provider 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. Service Provider shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance. Evidence of such insurance may be found as **Exhibit B** to this agreement.

8. **INDEMNITY:** The Service Provider shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Service Provider or the Service Provider’s agent, Service Provider under contract, or other entity for which Service Provider is legally liable. Service Provider 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 Service Provider or its agents covered by Service Provider’s policy of professional liability insurance

in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Service Provider to procure and maintain professional liability insurance that satisfies the named requirements. Service Provider shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Service Provider's liability, or in proportion to the extent Service Provider 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 Service Provider to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider 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.

11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

12. STANDARD OF PERFORMANCE. Service Provider 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. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. 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, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. **FORCE MAJEURE:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. **TERMINATION:** Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. 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. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. **NOTICE:** Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City: City of Mobile
P.O Box 1827
Mobile, AL 36633

Service Provider: Sain Associates
358 St Louis Street
Mobile, AL 36602

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

SERVICE PROVIDER, Sain Associates

BY: *Jim Meeks, P.E.*

Date: *11/5/24*

Its *President / CEO* (Title)

ACKNOWLEDGEMENT

The State of *Alabama* }

Jefferson County }

I, *Vann Rutledge*, a Notary Public, in and for said County in said State,

hereby certify that *Jim Meeks* whose name as *CEO* of Sain Associates, 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 *5th* day of *November*, 20*24*

V. Rutledge
(Seal)

VANN W. RUTLEDGE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 19, 2025

Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibit: A Statement of Work
 B Evidence of Insurance

September 9, 2024



SAIN
ASSOCIATES

358 Saint Louis Street
Mobile, Alabama 36602
Telephone: (205) 940-6420
www.sain.com

Mr. Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
251-208-7436

SUBJECT: ADA Transition Plan Update – Phase 1
City of Mobile
Sain # 240224

Mr. Rose:

We appreciate the opportunity to submit this proposal for updating the ADA Transition Plan for the City of Mobile. The following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The City of Mobile has previously prepared a transition plan to address federal requirements related to ADA compliance. The plan was last updated in 2016 and included an inventory of all city rights-of-way at the time, as well as an update of plan items such as ADA policy, grievance forms, and a plan to achieve right-of-way compliance. One item excluded from the 2016 update was an inventory of all city-owned facilities, and the plan noted that updated inventories of all city-owned facilities would be planned as CIP projects in future fiscal years.

The City has now requested that Sain Associates assist the City in preparing an update to the 2016 plan, to assess compliance with current ADA regulations. Based on guidance from the City, we understand the key items required from Sain Associates would be an update of the City's previously completed right-of-way inventory, as well as an inventory of all city-owned facilities, which was not included in the 2016 plan. It is our understanding that many of the buildings and facilities have not been assessed since the ADA Act of 1990. Sain Associates will team with Watermark Design Group, LLC, to inventory the required facilities.

Due to the significant number of public facilities that must be inventoried (approximately 2.3 million square feet), along with over 800 miles of sidewalk and associated pedestrian facilities (ramps, crosswalks, etc.) within City right-of-way, a full inventory of facilities and rights-of-way will require multiple years to complete. Based on discussions with the City, the first phase of inventory should prioritize key public buildings throughout the city, and pedestrian elements within recently annexed areas of the city. **The following proposal includes the scope of work necessary to perform the first phase of the overall inventory.** Future phases would follow, and the scope of each of those phases would vary based on the City's inventory priorities and available budget.

In order to complete the inventory in less than 5 years, we recommend the City budget approximately \$300,000 annually until the project reaches completion. Since this project is being scoped to span multiple years, there is probability that the scope may vary and additional construction or annexation of new City facilities and rights-of-way may occur. Therefore, the estimated annual budget above would require updating as the plan moves forward and the scope details materialize.



We anticipate an update or revision of the City's online ADA Transition Plan document would be performed as part of future phased updates, so any plan updates have been excluded from this current scope of services. The City may elect to perform the future document updates in house, or Sain would be available to make update recommendations or prepare a fully updated document in the future.

Scope of Services

Sain Associates will provide the following scope of services:

Inventory of City Rights-of-Way

Sain will perform an inventory of sidewalks, curb ramps, and pedestrian crosswalks within annexed areas of the City which were not inventoried as part of the 2016 plan. Based on direction from the City, inventory of pedestrian crossing signals has not been included, since this will be performed as part of the upcoming RTOP project. The City currently maintains GIS data for the entire City network of sidewalks and curb ramps, and access to this data will be provided to Sain while the inventory is underway. Field inventory will be updated live to City's GIS. Based on a review of the City's current sidewalk data, it does not appear that rights-of-way within the 2023 annexation were included in the current sidewalk data. Based on a review of recent aerial imagery, Sain estimates that approximately 60 miles of sidewalk is located within this annexed area.

The City desires for Sain to update the City's current data during field collection, rather than creating a separate data set that would require back end merging or syncing with the City's current data. However, since the annexed areas are currently not shown in the City's data set, it will be necessary for the City or Sain to update the data set prior to inventory. Sain will coordinate with the City throughout the project to address issues that may arise while updating and collecting new data for the inventory. It may be necessary for the City to create interim or permanent data attributes to validate updates to compliance categories, and Sain will discuss this approach with the City prior to beginning inventory.

The approach for collecting the updated inventory will generally mirror the two-step approach used during the 2016 update. The inventory would begin with a windshield survey to determine compliance/non-compliance of visible pedestrian elements from the vehicle. Following this windshield survey, areas that are marked as compliant would be revisited on foot for more detailed measurement, using tools such as smart levels and measuring tapes. Prior to beginning the inventory, Sain will meet with the City to agree upon the preferred intervals at which detailed measurements will be collected within these potentially compliant areas. In keeping with the approach used in the 2016 update, all inventoried sidewalk segments will be categorized in one of the following 3 categories:

- Green – Sidewalk Meets Standards
- Yellow – Approximately 25% Needs Repair
- Red – Greater than 75% Needs Replacement

Sain will provide updates to the City while the inventory is underway and will meet with the City upon completion to review and discuss the results of the first phase of inventory and plan for future phases. The final deliverables from Sain will be updated GIS data files, along with printed maps (if desired by the City) showing the compliance/non-compliance of ROW facilities.

Inventory of City Facilities

Sain will partner with Watermark Design to collect an inventory of all City owned/leased buildings, given the Watermark team's extensive history in the development of ADA assessments of similar scope. See



attached for Watermark Design's scope of services, which also includes the detailed list of buildings to be evaluated during the first year of inventory.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: review and update of City's online ADA Transition Plan document; public involvement/outreach; review and update of City's grievance and request policies; ADA inventory of City programs; preparation of a plan for implementation and phasing of improvements needed to achieve ADA compliance with rights-of-way; ADA compliance inventory of web based content and mobile apps; design or construction plans to address ADA non-compliance, or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed with the additional services.

Fees

We propose to provide the above described services based on the following fee schedule:

Inventory of City Rights-of-Way	Lump Sum \$49,150
Inventory of City Facilities	Lump Sum \$100,700
Total Lump Sum Budget.....	\$149,850

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for



this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

We anticipate receiving NTP near the beginning of FY 2025, and completion of the inventory and deliverables would occur within 6 months. This would allow sufficient time for the City to plan and budget for the next inventory phase in FY 2026. The Sain and Watermark team will be available to assist the City with planning and budgeting for future phases as needed.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Kevin Harrison, PTP
Senior Planner

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, P.E., Practice Leader/Sr.
Principal, AL No. 26339

Signature of Authorized Representative

Date: 9/9/24

Enclosures:
Watermark Design Group proposal
Sain Terms & Conditions (sch. 2024)

ACCEPTED:
CITY OF MOBILE

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____



September 6, 2024

Kevin Harrison, PTP
SAIN Associates
COM ADA Transition Plan

Cc: Nathan Currie

Regarding: Proposal for Professional Design Services
City of Mobile ADA Transition Plan Rev. 1

Dear Mr. Harrison:

Watermark Design Group, LLC, appreciates the opportunity to provide the proposal outlined herein for the development of an ADA Transition Plan for the City of Mobile. Our proposal was developed based on our understanding of the project following conversations with SAIN Associates and the City of Mobile (Don Rose and Cassie Boatwright), on multiple occasions. Per those conversations, the assessment will extend through the next 5 years, the first year's budget having already been approved.

In coordination with the COM, SAIN and other stakeholders, we are prepared to develop an architectural style book that supports the City of Mobile ADA Transition Plan by documenting city owned/leased building's compliance, or lack thereof, with the Americans with Disabilities Act (ADA). The deliverables will be compatible with the NEXGEN asset management interface. The Watermark team has an extensive history in the development of ADA assessments with corroborative code excerpts and guidelines for compliance. Our team's range of experience and service offerings are comprehensive, broad-based, and fully encompass the requirements needed for this project.

If you have any additional questions or need clarification, please feel free to reach out to me at cechols@watermarkarch.com and/or 251-665-5477.

Sincerely,
For the Firm

Catarina Echols
Associate Architect

John A. McArthur, III, AIA
President / Principal Architect
WATERMARK DESIGN GROUP, LLC

Proposal for Professional Design Services

COM ADA Transition Plan Building Assessment Supporting Documentation

June 24th, 2024 – Rev. 0

September 9th, 2024 – Rev. 1

Project Understanding

It is our understanding that the City of Mobile (COM) is requesting SAIN Associates to document ADA compliance, or lack thereof, of COM owned/leased properties which includes the assessment/documentation of site and vertical construction. Watermark Design Group (WDG) was asked to provide an Architectural Style Book compiling the current conditions of COM owned and/or leased buildings in terms of ADA compliance, and to devise necessary changes to implement the necessary changes. WDG is focusing the assessments on COM owned/leased buildings that are used by the public, and on the city provided three tier priority system.

In the original document, which was provided by Don Rose in Purchasing (refer to Rev. 0), there were approximately 1.24 million square feet of area to assess in 22 city buildings, including Administrative, Entertainment, Museum and Public Safety types of facilities. Therefore, and to meet the already approved budget for year one, the project scope was to encompass a 5-year period, or approximately 250 thousand square feet of yearly assessment and reporting. Subsequently, REAM (Real Estate Asset Management - Cassie Boatwright), provided additional information and revised the scope based on the level of priority.

Priority 1 included one administrative facility, and multiple Entertainment, Historic, Library, and Museum Facilities, for a total of 1.46 M square feet, and covered more area than the original scope for the 5 years. Subsequently, and for year one, the scope was revised to exclude facilities that were not managed by the city, such as most of the Entertainment, Museum, Historic and Library Facilities that were listed under Priority 1. The revised scope of 674 square feet includes the very large Arthur R. Outlaw Convention Center (517,200 sf). This is still more area than the original revision 0 scope. Therefore, the level of detail for the assessment will be predicated on the available budget and/or any revisions to said budget. For example, if the budget remains the same, the scope for the largest facility, the Arthur R. Outlaw Convention Center, will focus solely on the access to goods and services and toilet rooms.

Priority 2 focuses on Parks & Community/Recreation Centers, and Sports Facilities, and amounts to 341 thousand square feet. These numbers may also be revised to a lower amount because many of these types of facilities were recently assessed (2018). If the city was to remove the facilities that were assessed in 2018, there are only 10 thousand square feet remaining. At that point, the city shall determine if they would like to include some of the priority 1 facilities remaining from year one, or if they would prefer to move on to some of the facilities listed under priority 3. The scope will be a function of that determination and the budget available for year two.

Finally, Priority 3 includes the bulk of Administrative and Public Safety Facilities, as well as some Library, Parks & Community/Recreation Centers, and Public Service Facilities, for a total of 500 thousand square feet. This scope can be done in one or two years depending on the available budget. This is a more challenging assessment process because there are multiple small facilities, each requiring a report, which is a more time-consuming process than if it were a few of the very large facilities.

Scope of Work Outline for Year One

Task 1

- Review available drawings and CBRE reports to be familiar with the facilities prior to the field visit.
- Start coordinating with other disciplines for additional modifications that would be required when the ADA compliance renovations are implemented.

Task 2

- Visit each facility and document actual conditions via photos, notes, and edits to the drawings provided by the COM.
- Document the findings with photos, short narratives, and redlined floor plans, in an architectural style book report.

Task 3

- Coordinate with other disciplines for verification, if the existing conditions are different from those documented in the drawings and the CBRE reports.
- Substantiate the findings with code-based sections and start forming an opinion of cost for the required alterations.

Task 4

- Compile all information in an Architectural Style Book type report.
- Coordinate findings, recommendations and book format with all stakeholders.
- Upload all the information to NEXGEN and/or provide all the information in a format that the city can upload to their asset management application.

Our project team employs an integrated design approach that builds upon the expertise of each team member, beginning with the initial meetings and crucial early stages of the discovery process. We advocate for a transparent and collaborative process that includes key COM and SAIN stakeholders, to better inform planning decisions and strengthen the scope and the amount of thought infused into the project. Architecture will be engaged throughout all phases of the project and will play an integral role throughout the development of the field assessments and the assembly of the report. As project manager for this project, Catarina Echols will be the main point of contact for the client team. She will work closely with the other disciplines to maintain a consistent and accessible presence for you and your team.

The building assessment, which starts at the points of entry into the building, shall be of the responsibility of both the SAIN Associates and WDG teams. It includes The Approach and Entrance items that are outlined in the ADA checklist for existing facilities published by the Institute for Human Centered Design, and the 2010 ADA Standards for Accessible Design. WDG is responsible for all compliance items inside of each facility, with include Access to Goods and Services, Toilet Rooms, and other Additional Access Items, such as drinking fountains and fire alarms.

Our proposed facilities for the first year of assessments, which are subject to confirmation, were selected from the list below:

FACILITY	AREA	Drawings	CBRE	CATEGORY	Year 1
Manzie Neighborhood Resource Center	6,345	No	No	Administrative	6,345
Pixie Playouse in the Park Theatre	4,700	Yes	Yes	Entertainment	
Joe Jefferson Players	8,000	Yes			
Arthur R. Outlaw Convention Center	517,200	Yes	Yes		517,200
Mobile, Alabama Cruise Terminal	336,400	Yes			
Saenger Theater	57,800	Yes	Yes		57,800
Mobile Museum of Art	80,000	Yes	Yes	Museums	80,000
Phoenix Museum	3,300	Yes	Yes		
History Museum of Mobile	83,400	Yes	Yes		
Gulf Coast Exploreum	62,700	Yes	Yes		
Gulf Coast Maritime Museum	100,000	Yes			
Oakleigh House Museum	5,600	Yes	Yes	Historic	
Fort Conde Welcome Center	4,800	Yes	Yes		
Fort Conde Museum	19,300	Yes	Yes		
Quigley House (Distinguish Young Women)	4,500	Yes	Yes		
Richards DAR House and Couch House	7,100	Yes	Yes		7,100
Tardy Cottage	5,500	Yes	Yes		5,500
Ben May Main Library	44,500	Yes	Yes	Library Facilities	
Moorer Branch Library	12,900	Yes	Yes		
Parkway Branch Library	9,000	Yes			
Library Local History & Geneology	4,000	Yes	Yes		
Virginia Dillard Smith Branch Library	17,500	Yes	Yes		
West Regional Library	62,000	Yes	Yes		
ORIGINAL PRIORITY 1 ASSESSMENT TOTAL AREA =		1,456,545			
ACTUAL PRIORITY 1 ASSESSMENT TOTAL AREA =					673,945

1.0 Task 1 – Evaluation of the existing facility documents provided by COM.

- Become familiar with each facility by examining both the drawings and the CBRE reports.

1.1 Confirm Facilities to be Evaluated with COM

- Verify that the COM agrees with the facilities originally selected for evaluation that year.
- Adjust list of facilities based on the input from COM.

1.2 Study of available information

- Study the drawings provided for each facility.
 - Facilities for which we are not in possession of drawings will be left for another year.
- Study the CBRE reports for each facility.
 - Facilities for which we do not currently have a CBRE report will be left for another year.

1.3 Coordination with relevant disciplines

- Relevant disciplines such as structure, MEP and Environmental shall be consulted for their evaluations of potential repercussions of the work.

1.4 Coordination with relevant stakeholders

- Identify key stakeholders involved at each stage of the assessment and their roles.
- Discuss the stages of the design review process including submission, initial review, feedback, revision, and final approval.

2.0 Task 2 – Assessment of City of Mobile Owned/Leased Facilities

- Conduct a field assessment of the facilities used by the COM that have some degree of public interface.
- Verify that the final project budget is aligned with the area of the facilities that need to be assessed yearly.
 - Fee is determined by man hours required to assess a given area.
 - One year one, the revised scope has more area than the original budget.
 - The budget can be revised to align with the project scope, or the assessment of the largest facility can be focused on a partial evaluation.
 - If the budget is not revised for year 1, the Arthur R. Outlaw Convention Center will only be evaluated under ADA Priorities 2 and 3, Access to Goods and Services, and Toilet Rooms, respectively. This is particularly feasible considering the ongoing site work, which would make it challenging to evaluate Priority 1, Approach and Entrance.

2.1 Data Collection

- Conduct field visits to priority facilities as identified by COM to observe and document ADA compliance.
- Photograph representative instances and provide relevant code section references.
- Edit drawings and reports based on findings.

3.0 Task 3 – Data Examination

- Outline findings and cross-reference with appropriate code section.
- Engage other disciplines for verification.

3.1 ADA Compliance Narrative

- Based on collected data and field observations, identify a list of applicable code sections.
- Consider factors such as priority, number and types of users, and cost.

3.2 Book Format and Graphic and Visual Content Development

- Develop the book format in Adobe Creative Suite InDesign.
- Graphically depict the data in Microsoft Excel and Adobe Creative Suite Illustrator.
- Enhance and remove extraneous content from photographs in Adobe Creative Suite Photoshop.

4.0 Task 4 – Report

- Continue to develop report by outlining infraction and suggesting solution.
- Estimate order of magnitude budget for each renovation.

4.1 Review and Approval

- Present the assessment to SAIN Associates for review and approval.
- Incorporate feedback and prepare for final submission to the COM.

4.2 Expansion and Documentation

- Adapt the example guidance developed in the preceding year into a model for the remainder of years from the approved list in the foremost task, Task 1. Use summary tables to standardize the

presentation of ADA compliance requirements, associated codes, and orders of magnitude for the required renovation budget.

- Ensure flexibility and adaptability of criteria to accommodate the varying functions at each building.

5.0 Summary of Cost & Professional Services Fees

The scope of work outlined above will be performed for a total lump sum fee of **\$100,700.00**.

The fee was determined based on the staff required for the project and the estimated time that would take to complete the evaluation of the 6 facilities listed in the table. Because of the much larger area that is encompassed in the revised scope, the assessment of the largest facility, the convention center, will be limited to the restrooms.

Fee Breakdown	
Task 1 – Coordination	\$10,400.00
Task 2 – Field Assessments	\$32,400.00
Task 3 – Data Analysis and Code Compliance	\$29,900.00
Task 4 – Report	\$28,000.00
Total for Professional Services:	\$100,700.00

6.0 Schedule

All work will begin after the notice to proceed is provided to Watermark. The anticipated schedule for the yearly scope will be approximately 3 months upon the issuance of the notice to proceed.

7.0 Priority Two and Three

The scope of the following years will be based on decisions by the City of Mobile regarding the facilities and the budget available. Attached are the Priority 2 and 3 tables and the information that is available for any given facility, such as drawings/as-builts, CBRE reports, recent evaluations, etc.

For every year, these elements, as well as the budget available, will inform the scope of the future work.

Fee Proposal Summary

SAIN Associates
COM ADA Transition Plan
Year Two - Public Facing Facilities Priority TWO
Project no. 24 5010 23
Revision no. 1
September 6, 2024



FACILITY	AREA	Drawings	Reporting 2018	CATEGORY	Year 2
Arlington Park - Restroom	150	Yes	Yes	Parks & Community Recreation Centers	
Baumhauer-Randle Park - Restroom	1,600	Yes	Yes		
Baumhauer-Randle Park - Concession	400	Yes	Yes		
Bienville Square- Gazebo & Restroom	1,000	Yes	Yes		
Bush Park (BLDG OWNED BY OTHER) - SITE		No	Yes		
Aaron (Henry) Park - Concession Restroom	1,681	Yes	Yes		
Medal of Honor Park - Playground Restroom	912	Yes	Yes		
Medal of Honor Park - Football Field Concession	1,850	Yes	Yes		
Medal of Honor Park - Baseball Fields Concession	1,850	Yes	Yes		
Medal of Honor Park - Bicentennial Pavillion	500	Yes	Yes		
Medal of Honor Park - Gymnastics Center	9,804	Yes	Yes		
Crawford-Murphy Park- Restroom	1,500	Yes	Yes		
Crawford-Murphy Park- Concession & Restroom	1,300	Yes	Yes		
Sam Stotts Park - Outbuilding/Restroom	500	Yes	Yes		
Sam Stotts Park - Recreation Center	1,600	Yes	Yes		
Doyle Park - Restroom		No	Yes		
Figures (Michael) Park - Community Action Bldg	1,500	Yes	Yes		
Figures (Michael) Park - Community Center	16,700	Yes	Yes		
Figures (Michael) Park - Concession & Restroom	600	Yes	Yes		
Harmon Park - Recreation Center	21,500	Yes	Yes		
Herndon (Sage) Park - Restroom	1,000	Yes	Yes		
Herndon (Sage) Park - Concessions	1,000	Yes	Yes		
Hillsdale Park - Recreation Center	1,680	Yes	Yes		
Hillsdale Park - Concession & Restroom	1,000	Yes	Yes		
Hillsdale Park - Community Center	20,000	Yes	Yes		
Connie Hudson Mobile Regional Senior Community Center *	19,600	Yes	Yes		
Hope (Plateau) - Community Center (Renovated)	13,900	Yes	Yes		
Kidd Park - Recreation Center	1,400	Yes	Yes		
Langan (Municipal) Park - Restroom Near Playground	1,100	Yes	Yes		
Langan Park Ball Fields - SITE		Yes	Yes		
Langan Park Ball Fields- Ballfield A Concesion	3,600	Yes	Yes		
Langan Park Ball Fields- Ballfield C Concesion	3,600	Yes	Yes		
Langan Park Ball Fields- Ballfield B Concesion	3,600	Yes	Yes		
Langan Park Ball Fields- Ballfield D Restroom & Storage	1,100	Yes	Yes		
Langan Park Ball Fields- Ballfield D Restroom	1,100	Yes	Yes		
Langan (Municipal) Park - Concession Near Main Entrance	1,100	Yes	Yes		
Langan (Municipal) Park - Restroom Near Pavilions	1,100	Yes	Yes		
Langan (Municipal) Park - Concert Pavilion	3,600	Yes	Yes		
Japanese Gardens - Studies Center	1,100	Yes			1,100
Japanese Gardens - Welcome Center	2,100	Yes			2,100
Laun Park - Recreation Center	2,600	No	Yes		
Lavretta Park - Art Instruction Center	2,880	Yes	Yes		
Lavretta Park - Restroom	2,400	Yes	Yes		
Dog River (Luscher) Park - Concession	1,100	Yes	Yes		
Dog River (Luscher) Park - Recreation Center	2,600	Yes	Yes		
Dog River (Luscher) Park - Restroom	1,000	Yes	Yes		
Lyons Park - Tennis Center	2,700	Yes	Yes		
Lyons Park - Pavilion & Restrooms	3,100	Yes	Yes		
Maitre Park - Concession & Restroom	2,400	Yes	Yes		
Matthews Park - Restroom at Main Entrance		No	Yes		

Fee Proposal Summary

SAIN Associates
COM ADA Transition Plan
Year Two - Public Facing Facilities Priority TWO
Project no. 24 5010 23
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September 6, 2024



Matthews Park - Concession & Restroom		No	Yes		
Matthews Park - Concession & Storage Near Ballfield C		No	Yes		
Matthews Park- Ballfield A Concession		No	Yes		
McCants-Chavers (Mobile Terrace) Park - Restroom	575	Yes	Yes		
Miller Park - Ballfield A Concession	1,800	No	Yes		
Mims Park - Club House (Repairing)	600	Yes	Yes		
Mims Park - Concession & Restroom (Repairing)	3,000	Yes	Yes		
Mitternight Park - Recreation Center	2,400	No	Yes		
Newhouse Park - Recreation Center	2,200	Yes	Yes		
Sullivan (Thomas) Park - Concession & Restroom	1,393	Yes	Yes		
Sullivan (Thomas) Park - Community Center	15,207	Yes	Yes		
Rickarby Park Recreation Center	2,500	Yes	Yes		
Skyland Park Pavilion	500	No	Yes		
Parkway Senior Center	5,475	Yes	Yes		
Springhill Recreation Center	15,000	Yes	Yes		
Stewart Park	400	No	Yes		
Taylor Park - Community Center	13,600	Yes	Yes		
Taylor Park - Pool House	800	Yes	Yes		
Tricentennial Park - Restroom	750	Yes	Yes		
Seals (James) Park - Community Center	16,100	Yes	Yes		
Theodore (Heroes) Park - Concession & Restroom	2,000	Yes	Yes		
Trimmier Park - Recreation Center	1,100	Yes	Yes		
Trimmier Park - Concession & Restroom	1,600	Yes	Yes		
Trinity Gardens - Michael C. Dow Amphitheater	7,600	Yes	Yes		
Trinity Gardens - Tricksey Senior Center	3,600	Yes	Yes		
Trinity Gardens - Dotch Pool House	1,500	Yes	Yes		
Trinity Gardens - Dotch Community Center	16,300	Yes	Yes		
Cooper Riverside Park - Restroom	1,000	Yes	Yes		
Tillman's Corner Community Center	10,000	Yes	Yes		
Botanical Gardens - Art Studio	2,100	Yes	Yes		
Azalea City Golf - Restroom A	800	Yes	Yes		
Copeland-Cox Tennis Center - Pro Shop	4,000	Yes			4,000
Copeland-Cox Tennis Center - Restroom	1,300	Yes			1,300
Copeland-Cox Tennis Center - Locker Room	1,400	Yes			1,400
Dearborn Street YMCA	36,100	Yes	Yes		

ORIGINAL PRIORITY 2 ASSESSMENT TOTAL AREA = 341,107
POTENTIAL PRIORITY 2 ASSESSMENT TOTAL AREA =

9,900

Fee Proposal Summary

SAIN Associates

COM ADA Transition Plan

Year Three - Public Facing Facilities Priority THREE

Project no. 24 5010 23

Revision no. 1

September 6, 2024



FACILITY	AREA	Drawings	CBRE	CATEGORY	Year 3
Western Administrative Complex (WAC) - Bldg #3	1,700	Yes	Yes	Administrative	
Western Administrative Complex (WAC) - Storage #1	1,200	Yes	Yes		
Western Administrative Complex (WAC) - Bldg #10	2,700	Yes	Yes		
Western Administrative Complex (WAC) - Gym & Rear Offices	15,300	Yes	Yes		
Western Administrative Complex (WAC) - Storage #2	1,200	Yes	Yes		
Western Administrative Complex (WAC) - Bldg #12 SWAT Garage	2,500	Yes	Yes		
Western Administrative Complex (WAC) - Main Offices	15,300	Yes	Yes		
Western Administrative Complex (WAC) - Bldg #13	2,500	Yes	Yes		
Western Administrative Complex (WAC) - Bldg #11	2,500	Yes	Yes		
Sage Avenue Armory (Parks & Rec Offices) - SITE		No	No		
Telecommunications Bldg.		No	Yes		
200 Government Street - Office Building	26,200	Yes	Yes		
Archives	18,200	Yes	Yes		
Mobile Technology Center (MIT)	11,280	Yes	Yes		
Hurtel (Ft. Wright) Armory - Maintenance Shop	6,000	Yes	Yes		
Hurtel (Ft. Wright) Armory - Main Bldg	38,144	Yes	Yes		
Special Events	6,060	Yes	No	Library	
Library Administrative Office Annex	3,000	No	Yes		
Library Administrative Offices	7,200	No	Yes	Parks and Community Recreation Centers	
Parks Western Maintenance Complex - Office		No	No		
Fire Station #1 (Freeman)	6,200	Yes	Yes	Public Safety	
Fire Station #3 (Central Fire Station)	18,800	No	No		
Fire Station #6 (Edwards)	4,700	Yes	Yes		
Fire Station #9 (Husband)	2,600	Yes	Yes		
Fire Station #11 (Willett)	5,300	Yes	Yes		
Fire Station #14 (Toulminville)	3,400	No	Yes		
Fire Station #12 (Crichton) *	12,137	Yes	No		
Fire Station #16 (Lathan)		Yes	No		
Fire Station #8/17 (Melton)	7,124	Yes	Yes		
Fire Station #18 (Springhill) *	9,800	Yes	No		
Fire Station #19 (McCosker)	4,500	Yes	No		
Fire Station #20 (Petty)	4,500	Yes	No		
Fire Station #21 (Reid)	4,500	Yes	No		
Fire Station #5/22 (Tapia)	5,960	Yes	No		
Fire Station #23 (Sirmon)	4,500	Yes	No		
Fire Training Center - Classroom & Office	2,987	Yes	Yes		
Fire Central Supply Warehouse/ Fire Bureau	2,000	Yes	Yes		
Fire Station #28 (Berger)	9,427	Yes	Yes		
Fire Station #7 (Seelhorst)	6,000	Yes	Yes		
Public Safety Complex (Police FS #26/Police Fourth Precinct)	28,500	Yes	Yes		
Police Headquarters	37,760	Yes	Yes		
Police Academy	8,900	Yes	Yes		
Metro Firearms Training Facility (Main Bldg.) - Office & Classroom	2,000	Yes	Yes		
Animal Shelter - Office & Kennels	5,770	Yes	Yes		
Police Third Precinct	9,735	Yes	Yes		
MPD Traffic Division- Shop (old Motor Pool)		Yes	No		
MPD Traffic Division- Office (old Motor Pool)	6,700	Yes	No		
Police Crime Prevention Bldg	2,800	No	No		
Police Vehicle Impound	6,100	Yes	No		
Police Special Operations Facility	2,200	Yes	No		

Fee Proposal Summary

SAIN Associates
 COM ADA Transition Plan
 Year Three - Public Facing Facilities Priority THREE
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Police Mounted Unit- Grand Bay	2,200	No	No	Public Services	
Traffic Engineering - Office Bldg	3,500	Yes	Yes		
Traffic Engineering - Sign Shop	4,300	Yes	Yes		
Public Works Complex	76,000	Yes	Yes		
Public Buildings Complex - Office, Shop, & Storage	15,700	Yes	Yes		
Public Buildings Complex - Welding Shop	4,100	Yes	Yes		
Public Buildings Complex - Roof & Fence Storage	2,300	Yes	Yes		
Public Works Garage - Paint & Body Shop	1,500	Yes	No		

ORIGINAL PRIORITY 3 ASSESSMENT TOTAL AREA =
POTENTIAL PRIORITY 3 ASSESSMENT TOTAL AREA =

495,484
TBD

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$220.00 - \$315.00 per Hour
Engineer/Planner	\$110.00 - \$168.00 per Hour
Senior Engineer	\$173.00 - \$240.00 per Hour
GIS Analyst	\$115.00 - \$136.00 per Hour
GIS Professional	\$148.00 - \$158.00 per Hour
Designer	\$100.00 - \$147.00 per Hour
Surveyor	\$115.00 - \$163.00 per Hour
Survey Crew (1-Person)	\$115.00 per Hour
Survey Crew (1-Person + Robot)	\$175.00 per Hour
Survey Crew (2-Person)	\$200.00 per Hour
Survey Crew (3-Person)	\$252.00 per Hour
Survey Per Diem	\$170.00 per person per Night
Administrative Support	\$68.00 - \$98.00 per Hour

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts exceeding 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts exceeding 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be consistent with, and limited to, the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a reasonably prudent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor, or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b)



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client and are not intended as an end-product. Any use, conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Consultant under this agreement.

Consultant's Choice of Arbitration or Litigation

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by litigation in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Force Majeure

The Consultant shall not be responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to defend (at Consultant's option), indemnify, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

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 Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2024





SAINASS-01

KHAYWARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2024

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 The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price	
	PHONE (A/C, No, Ext): (205) 397-5105	FAX (A/C, No): (205) 397-5155
	E-MAIL ADDRESS: aprice@prewitt.group	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company Of Connecticut	25682
INSURED Sain Associates, Inc. 2 Perimeter Park South Birmingham, AL 35243	INSURER B : The Phoenix Insurance Company	25623
	INSURER C : Property And Casualty Insurance Company Of Hartford	34690
	INSURER D : Beazley Insurance Company, Inc	37540
	INSURER E : Certain Underwriters At Lloyd's	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6804H9536752247	8/1/2024	8/1/2025	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
							DRONE LIABILITY \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA7P721448	8/1/2024	8/1/2025	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 \$ 10,000			CUP3430T504	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	21WECAE8UYB	1/1/2024	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
D	Professional Liab			C358A2230101	8/13/2024	8/13/2025	Each Claim/Aggregate \$ 2,000,000
E	Cyber Liability			ESN0040034972	8/1/2024	8/1/2025	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leased and rented equipment limit of \$45,000 included in BOP- Policy# 6804H9536752247 listed above.

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. FY2025 TAP Grant

REVIEWERS:

Tiereney Leverette

Lana Gauthier

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Mobile Urbanized Area FY2025 Transportation Alternatives Program (TAP), a grant to construct two projects:

Installation of sidewalks down the I-65 Service Road which will connect sidewalks on Old Shell Road to the sidewalks in front of Spring Hill College; and

Expansion of Village of Springhill sidewalks and installation of Streetscapes commencing at CVS and ending at property where Gold Art is Located.

A 20% local match is required for this grant, which will be provided by the Village of Springhill.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Mobile MPO (SARPC). Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Execute the Purchase and Sale Agreement and to accept the deed when prepared, from Robert Sean Coley, as Trustee of the Marital Trust B Under Article Six of the Will of Daniel R. Coley, III, deceased, for vacant land on Bay Bridge Road (fka 519 Bay Bridge Road)

Amount of Contract:

\$400.00 plus closing costs

Funding Source

C0166

ATTACHMENTS:

1. Purchase Agreement-Coley Signed
2. Resolution
3. Cap Summ Sheet
4. TRUSTEE-MARITAL TRUST-COLEY

REVIEWERS:

Stacey Howard

Carleen Stout

Brenda Rhodes

Chris Kern

James Barber

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024 by and between **ROBERT SEAN COLEY, AS TRUSTEE OF THE MARITAL TRUST B UNDER ARTICLE SIX OF THE WILL OF DAVID R. COLEY, III, DECEASED**, of 1300 Main Street, Daphne, Alabama 36526, hereinafter referred to as "Seller" and, **CITY OF MOBILE**, an Alabama Municipal Corporation, hereinafter referred to as "Buyer".

RECITALS:

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council;

WITNESSETH:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell, AND DESIRES TO SELL UNDER FAIR MARKET VALUE TO BENEFIT THE REDEVELOPMENT OF THE AFRICATOWN COMMUNITY, and Buyer promises to purchase the property "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Seller and situated in Mobile in Mobile County, Alabama, an approximately 8,276 ± square feet, vacant lot, Bay Bridge Road, Mobile, AL 36610 (formerly known as 519 Bay Bridge Road) and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. PURCHASE PRICE

The total Purchase Price for this property shall be FOUR HUNDRED AND NO/100 (\$ 400.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Seller in cash at the closing of said Purchase and Sale the sum of be FOUR HUNDRED AND NO/100 (\$ 400.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing.

3. EARNEST MONEY

Within five (5) days of full execution of this contract, Buyer shall deposit ZERO AND NO/100 DOLLARS (\$ 0.00) (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith. Said funds to be deposited in escrow with Surety Land Title, Inc., 5909 Airport Blvd., Mobile, AL 36608 ("Escrow Holder") to be applied to the purchase price. If the title is not marketable, or other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Seller. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies hereunder against Buyer.

If Escrow Holder is notified in writing of a dispute between Buyer and Seller regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at Surety Land Title, Inc., 5909 Airport Blvd., Mobile, AL 36608 on or before fifteen (15) days after all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date"). **Seller shall provide the Quit Claim Deed. Buyer shall pay to record the deed.** In the event Buyer does not close on the property, Buyer shall make available to Seller any additional engineering performed on the property. Buyer shall pay any closing fee charged by the title company. Each party shall be responsible for its cost of legal representation, if any.

5. TITLE AND CONVEYANCE

At the closing, Seller shall convey to Buyer by Quit Claim Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

- (a) Current ad valorem taxes not yet due and payable at the time of closing.
- (b) Standard exceptions of title insurance commitments issued within the State of Alabama.

6. COMMITMENT FOR TITLE INSURANCE
INTENTIONALLY OMITTED.

7. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This contract of Purchase and Sale is subject to and conditioned upon Buyer satisfying himself to the following:

I. Due Diligence

Buyer shall have fifteen(15) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be acceptable, at Buyer's sole discretion, Buyer shall notify Seller in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within three (3) days after all necessary documents are ready. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Seller on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder.

II. Property Inspection

Seller shall grant Buyer or Buyer's agent the right to go upon the subject property and conduct such soil, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer shall not commit any waste of said property and shall be responsible for restoring the property to its original condition.

Within three (3) days of this executed contract, Seller will provide to Buyer upon request all available tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property to the Buyer without warranty.

8. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Seller. At closing Seller shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

9. DISCLAIMER

Neither Buyer nor Seller has relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Purchase and Sale Agreement or in the preparation of this Agreement, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

10. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

11. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Seller and the Buyer, all other Purchase and Sale Agreements between Seller and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

12. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Seller:

ROBERT SEAN COLEY, AS TRUSTEE OF THE MARITAL
TRUST B UNDER ARTICLE SIX OF THE WILL OF
DAVID R. COLEY, III, DECEASED
1300 Main Street
Daphne, Alabama 36526

To the Buyer:

City of Mobile, Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633-1827

13. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

14. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Seller without proration.

15. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction for any dispute shall be Mobile County, Alabama.

16. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

17. TIME

Time is of the essence with this Agreement.

18. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Seller. 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.

19. NON-DISCRIMINATION.

Buyer 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.

20. 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.

21. SELLER'S REPRESENTATIONS, WARRANTIES.

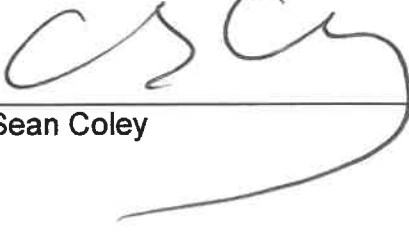
Seller represents and warrants that:

- (i) Seller is the sole owner of the property and will execute all necessary contracts to transfer ownership upon approval of City Council.
- (ii) There are no restrictive covenants or easements, except as provided in (vi) below, affecting the Property which would prevent Buyer's use of the property;
- (iii) Seller is aware of no pending or threatened condemnation or similar or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated;
- (iv) To the best of Seller's knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;
- (v) To the best of Seller's knowledge, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property; At execution of this agreement Seller shall furnish to Buyer copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property.
- (vi) To the best of Seller's knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.

-----SIGNATURE PAGE FOLLOWS-----

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLER: **ROBERT SEAN COLEY**, As Trustee of the Marital Trust B
under Article Six of the Will Of David R. Coley, III, Deceased



Robert Sean Coley

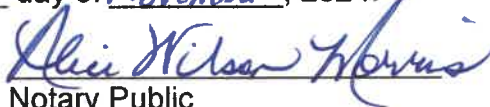
Date 11 / 5 /2024

STATE OF ALABAMA

COUNTY OF BALDWIN

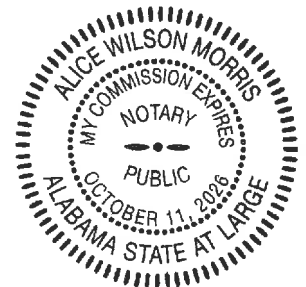
I, the undersigned Notary Public, in and for the said County in said State, hereby certify that ROBERT SEAN COLEY, AS TRUSTEE OF THE MARITAL TRUST B UNDER ARTICLE SIX OF THE WILL OF DAVID R. COLEY, III, DECEASED, signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, he, in his capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 5 day of November, 2024.



Notary Public

My Commission Expires:



BUYER: CITY OF MOBILE

BY _____ Date ____ / ____ /2024
WILLIAM S. STIMPSON, As Its Mayor

ATTEST:

Lisa C. Lambert, as City Clerk

Exhibit "A"

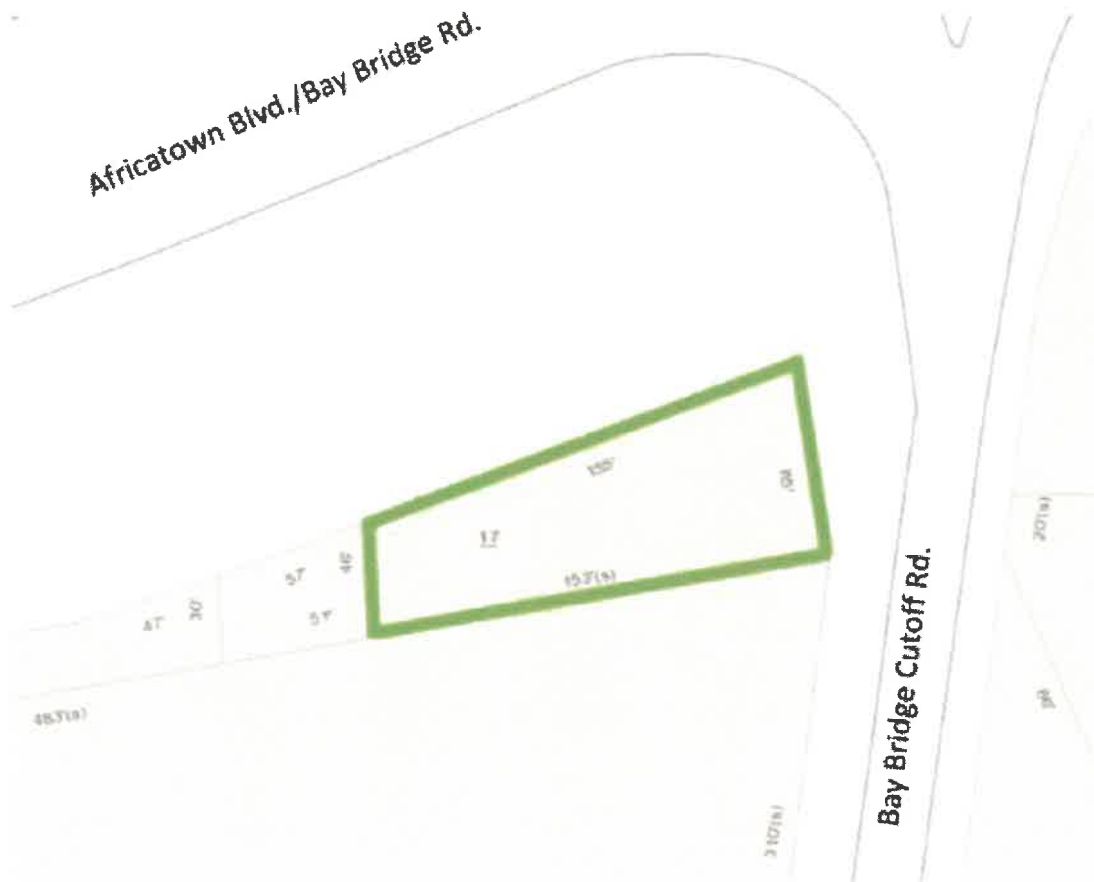
VACANT LAND, Bay Bridge Road (formerly 519 Bay Bridge Road) Mobile, AL 36610

KEY NO. – 00625826

PARCEL NO – 29 02 44 0 003 075

LEGAL DESCRIPTION PER MOBILE COUNTY REVENUE COMMISSION:

BEGIN AT THE INTERSECTION OF THE SOUTH SIDE OF BAY BRIDGE RD & THE WEST SIDE OF BAY BRIDGE CUT OFF RD; THENCE, RUN SOUTHWESTWARDLY 320 FT; THENCE, NORTHWARDLY 246 FT (SCALED) TO THE SOUTH SIDE OF BAY BRIDGE RD; THENCE, EASTWARDLY 280 FT (SCALED) TO THE POINT OF BEGINNING, BEING PART OF LOTS 17 & 16 L M WILSON SUBDIVISION DEED BOOK 156 PAGE 335, LESS THE RIGHT-OF-WAY OF BAY BRIDGE RD.



RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to execute Purchase and Sale Agreement and to accept the Quit Claim Deed for the acquisition of 8,276 ± square feet, vacant lot, Bay Bridge Road, Mobile, AL 36610 (formerly known as 519 Bay Bridge Road) and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of **\$400.00** plus closing costs.

Said property is being conveyed to the City of Mobile by Robert Sean Coley, as Trustee of the Marital Trust B under Article Six of the Will of David R. Coley, III, deceased.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorate share of property taxes payable to title company, Surety Land Title, Inc.

Be it further resolved that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

City Clerk

Exhibit "A"**VACANT LAND, Bay Bridge Road (formerly 519 Bay Bridge Road) Mobile, AL 36610****KEY NO. – 00625826****PARCEL NO – 29 02 44 0 003 075****LEGAL DESCRIPTION FROM MOBILE COUNTY REVENUE COMMISSION:**

BEGIN AT THE INTERSECTION OF THE SOUTH SIDE OF BAY BRIDGE RD & THE WEST SIDE OF BAY BRIDGE CUT OFF RD; THENCE, RUN SOUTHWESTWARDLY 320 FT; THENCE, NORTHWARDLY 246 FT (SCALED) TO THE SOUTH SIDE OF BAY BRIDGE RD; THENCE, EASTWARDLY 280 FT (SCALED) TO THE POINT OF BEGINNING, BEING PART OF LOTS 17 & 16 L M WILSON SUBDIVISION DEED BOOK 156 PAGE 335, LESS THE RIGHT-OF-WAY OF BAY BRIDGE RD.



CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: PARKS-PLATEAU WELCOME CENTER

CAPITAL PROJECT # C0166

DATE OF RECEIPT _____

DEPT. PROJECT # N/A

PROJECT DESCRIPTION Land acquisition for expansion of the welcome

center site.

CONTRACT AMOUNT \$ 400.00 - Plus closing costs

VENDOR NAME Surety Land Title Inc

VENDOR NUMBER 294264

DEPT # 3030

DEPT NAME Real Estate Asset Management

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

NonContractual

Land Acquisition

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: Florida Davis

Carleen Stout-Clark

Date

10/6/24

43.50
 .50
44.00
10.00
54.00
2.00
56.00

State of Alabama-Mobile County
I certify this instrument was filed on:
June 16, 2009 @ 12:20:33 PM
DEED TAX \$0.50
S.R. FEE \$2.00
SURCHARGE \$10.00
RECORDING FEES \$43.50
TOTAL AMOUNT \$56.00

2009037116
Don Davis, Judge of Probate

THIS INSTRUMENT PREPARED BY:
Neil C. Johnston, Esq.
HAND ARENDALL LLC
P. O. Box 123
Mobile, Alabama 36601
(251) 432-5511

STATE OF ALABAMA
COUNTY OF MOBILE

**PERSONAL REPRESENTATIVE'S
CONFIRMATION OF TITLE AND DISTRIBUTION TO TRUSTEE**

THIS INDENTURE, made this 15th day of June, 2009, by and among the following: ROBERT SEAN COLEY AS PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID R. COLEY, III, DECEASED (Personal Representative") pursuant to the Last Will and Testament of David R. Coley, III, Deceased (which Will has been admitted to probate and recorded in the Probate Court of Mobile County, Alabama, in Will Book 243, Page 1287, et seq. in the Probate Court of Mobile County, Alabama, and is hereinafter referred to as the "Will"), and pursuant to Letters Testamentary issued on June 8, 2006, by the Probate Court of Mobile County, Alabama, in Case No. 2006-1263; and ROBERT SEAN COLEY AS TRUSTEE OF THE MARITAL TRUST B PURSUANT TO ARTICLE SIX OF THE WILL (the "Trustee").

W I T N E S S E T H :

WHEREAS, the Personal Representative, pursuant to Articles Two, Three, Four and Five of the Will made and distributed devises and bequests directed thereby of certain real and personal properties owned by Decedent at the time of his death and that all debts and claims have been paid and satisfied;

WHEREAS, the Personal Representative is now ready to confirm that title to all other and rest of the property, real and personal and otherwise, has devolved to the devisee and distributee as set forth in "ARTICLE SIX" of the Will which reads in part as follows:

(A) If my said spouse, Joan E. Coley, shall survive me, I give, devise and bequeath to the trustee hereinafter provided all of the rest, residue and remainder of my property and estate, real,

personal or mixed, wheresoever situated, whether now owned by me or hereinafter acquired, as follows:

(B) Such property shall be held in trust, which trust shall be designated MARITAL TRUST B (and shall be hereinafter referred to as "Marital Trust B")

WHEREAS, Decedent's spouse, Joan E. Coley, did survive Decedent, and pursuant to Article Eleven of the Will, Decedent's son, Robert Sean Coley, was nominated and appointed as Trustee of Marital Trust B and continues to act as such Trustee;

WHEREAS, the Decedent owned certain real property situated in **Mobile County, Alabama**, which real property which now comprises a portion of Decedent's residuary estate, and the Personal Representative has not distributed or disposed of same; and

WHEREAS, the Personal Representative, as the final distribution and settlement of the Estate, shall confirm the devolution of title by Alabama Code § 43-2-830 to the Trustee and as directed by the Will, and shall otherwise distribute the property described herein to the Trustee;

WHEREAS, it is the intent of the Personal Representative to confirm title and to distribute the real property described herein to the Trustee in accordance with the Article Six of the Will.

NOW, THEREFORE, the Personal Representative, as a confirmation of title and distribution of assets pursuant to ARTICLE SIX of the Will, and in order to confirm the devolution of title, does hereby CONFIRM, DISTRIBUTE and CONVEY unto ROBERT SEAN COLEY AS TRUSTEE OF MARITAL TRUST B UNDER ARTICLE SIX OF THE WILL OF DAVID R. COLEY, III, DECEASED, his successors in interest and assigns, all right, title and interests, including undivided interests, owned by the Decedent, David R. Coley, III, at his death or now held by the Personal Representative, in and to the real property situated in **Mobile County, Alabama** (the "Property"), which is more particularly described as on **Exhibit A** which is attached hereto and made a part of this Confirmation as if set forth herein in full.

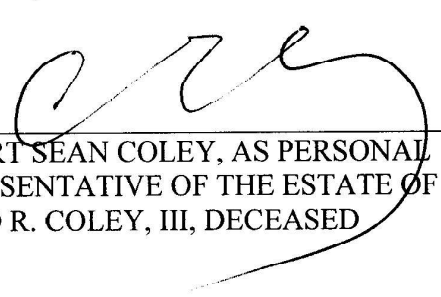
The said Property and this Confirmation are subject to all matters affecting said Property now of public record or that are visible on the ground or that would be shown by an accurate up-to-date survey and inspection of the Property; to existing utility and drainage easements and rights-of-way and zoning restrictions; to the lien for current ad valorem taxes.

THE CONVEYANCE OF SAID PROPERTY BY GRANTOR TO TRUSTEE IS MADE SUBJECT to all to all matters of public record; to building setback lines, rights of ways and easements, drainage and utility line easements and notes or restrictions as shown on recorded plats or maps of said subdivisions described, if any; to all matters that would be shown by an accurate and complete survey of the Property; to any timber cutting contracts, hunting leases or other agreements affecting use of the Property or portions thereof; to any and all unpaid ad valorem taxes, if any; and to any and all reservations, leases or ownership of oil, gas and minerals held by parties other than the Grantor.

TO HAVE AND TO HOLD the same, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, unto the Trustee and unto the successors in interests and assigns of the Trustee, FOREVER.

THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED SOLELY IN THE REPRESENTATIVE CAPACITY NAMED HEREIN, AND NEITHER THIS INSTRUMENT NOR ANYTHING HEREIN CONTAINED SHALL BE CONSTRUED AS CREATING ANY INDEBTEDNESS OR OBLIGATION ON THE PART OF THE UNDERSIGNED IN HIS INDIVIDUAL CAPACITY, AND THE UNDERSIGNED EXPRESSLY LIMITS HIS LIABILITY HEREUNDER TO THE PROPERTY NOW OR HEREAFTER HELD BY HIM IN THE REPRESENTATIVE CAPACITY NAMED.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned as Personal Representative of the Estate of David R. Coley, III, Deceased, on this the 15th day of June, 2009.



ROBERT SEAN COLEY, AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF
DAVID R. COLEY, III, DECEASED

STATE OF ALABAMA :
COUNTY OF MOBILE :

I, the undersigned Notary Public, in and for said County in said State, hereby certify that ROBERT SEAN COLEY, whose name as PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID R. COLEY, III, DECEASED, 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 the instrument, he, in his capacity as said Personal Representative and with full authority, executed the same voluntarily on the day the same bears date as and for the act of said Estate.

Given under my hand and official notarial seal this 15th day of June, 2009.

(AFFIX NOTARIAL SEAL)


NOTARY PUBLIC, County of Mobile,
State of Alabama
My Commission Expires: 10/2/2012

PERSONAL REPRESENTATIVE'S
ADDRESS:

ROBERT SEAN COLEY AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF
DAVID R. COLEY, III,
DECEASED
c/o Robert Sean Coley
759 Downtowner Loop West
Mobile, Alabama 36609

TRUSTEE'S ADDRESSES:

ROBERT SEAN COLEY AS TRUSTEE
OF MARITAL TRUST B UNDER
ARTICLE SIX OF THE WILL OF
DAVID R. COLEY, III, DECEASED
c/o Robert Sean Coley
759 Downtowner Loop West
Mobile, Alabama 36609

817336_1



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Intergovernmental Agreement

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

SPONSORED BY: COUNCILMEMBER WILLIAM CARROLL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile an Intergovernmental Agreement with the Mobile County Commission for renovations to a recreational area for public use, more specifically the swimming pool facilities located at 1303 Dr. Martin Luther King, Jr. Avenue, Mobile, Alabama 36603, (the Project) the former site of the Joe Radford Thomas Recreation Center whereby the City of Mobile is authorized to appropriate to Mobile County the amount of \$500,000.00 for the planning, management, construction and oversight of the Project as more fully set out in the Intergovernmental Agreement attached hereto and made a part hereof as though set forth in full.

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

Adopted:

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE
FOR RENOVATIONS TO A RECREATIONAL AREA FOR PUBLIC USE

WHEREAS, Mobile County, Alabama ("County"), a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation located in the County, acting by and through its duly authorized Mayor ("City"), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds; and,

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements and the County and the City wish to agree to facilitate certain renovations and/or improvements to the swimming pool located at 1303 Dr. Martin Luther King, Jr. Avenue, Mobile Alabama 36603, the former site of the Joe Radford Thomas Recreation Center (Project Site). The Project Site is a culturally and historically significant area within the local community and to Mobile County as whole, which provided much needed recreational opportunities for residents. The Project Site is currently owned by Franklin Primary Health Centers, and who, by separate agreement, will agree to open the pool to the public and offer programming for the youth of Mobile County during the summer months; and

WHEREAS, the City wishes the County to engage appropriate contractors to plan, manage, construct and oversee the renovations, upgrades and/or improvements for the Project Site and the City wishes to provide support and funding as to the County's efforts and services; and

WHEREAS, the County and the City deem it necessary and desirable to set out the terms of this agreement with regard to the funding of the project.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the County and the City ("Parties") enter into the following mutual agreement:

1. That the City will appropriate the County the sum of \$500,000.00 ("Funds") for the planning, management, construction and oversight for the Project Site as provided herein.

2. That the County agrees to utilize the Funds solely for the purposes identified herein. These funds shall supplement, not supplant, any contribution from the County.

3. That the funds will be disbursed in a single payment of Five Hundred Thousand Dollars and 00/00 (\$500,000.00), upon full execution of this Agreement by the Parties.

4. That the Parties agree the County and City will be fully represented as contributors/sponsors of the improvements to the Project Site in all media forums, advertising, signage, websites, social media, print media, including brochures and programs and in any other way the Park is promoted.

5. Nothing in this Agreement obligates the City to provide any future funding for the Project Site, absent an Amendment agreed-upon, and executed by, both Parties.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST:

MOBILE COUNTY COMMISSION

E. Edwin Kerr, County Administrator

Merceria Ludgood, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____