



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, January 4, 2022, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Landon Adams, Anointed Word Ministries

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

December 14 & 21, 2021

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Appeal of Rashawn Figures concerning the Architectural Review Board's denial of his request to replace windows and doors and install a mural at 809 Government Street (District 2).

Request of Emily Naron, Ultimate Audio Fabrication, for a waiver of the Noise Ordinance at 3404 Moffett Rd. on the first Friday of every month in 2022, from 6:00 p.m. - 9:00 p.m. (District 1).

Request of Rev. David Edwards, People United to Advance the Dream Mobile, Inc., for a waiver of the Noise Ordinance at 180 Lyons Park Ave. on January 17, 2022, from 1:00 p.m. - 4:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to DeVonya Stallworth, d/b/a DMS Carrier, LLC, to operate a sedan

service.

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to April Johnson. d/b/a Kids on Da Wheel, to operate a sedan service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

David Sank

Reggie Hill

12. ORDINANCES HELD OVER

52-034 Ordinance to amend Section 52-31(a) of the City Code regarding emergency action in the abatement of unsafe buildings (sponsored by Councilmember Richardson) (submitted by Chris Arledge, Council Attorney).

13. CONSENT RESOLUTIONS HELD OVER

40-939 Declare the structure at 1003-A Baltimore Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-940 Declare the structure at 1003-B Baltimore Street a public nuisance and order it demolished (sponsored by Councilmember Small).

14. RESOLUTIONS HELD OVER

08-1121 Approve Item Based Bid for 2022 Mardi Gras throws (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1122 Approve purchase order to Lumpkin & Associates for personnel consulting services for MPD; \$18,650.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1123 Reallocate funds from CIP Fund Citywide Signal & Assessment to Capital Project Mobile Greenway Initiative; \$400,000.00 (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

09-1124 Re-allocate funds from Capital Project Re-roof Various City Facilities to the General Fund Forestry Contract Labor; \$500,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Finance Dept.).

21-1125 Authorize contract with Sheppard Services, LLC for Cooling Tower Pump Replacement at the Mobile Civic Center; \$31,435.17 (sponsored by Councilmember Carroll & Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Management Dept.).

21-1126 Authorize contract with Micor, Inc. for Skylight Film Replacement at

the GulfQuest Maritime Museum; \$17,780.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Management Dept.).

21-1127 Authorize contract with SPV Associates, d/b/a OnIndus, for eBuilder professional services; \$155,000.00 (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Words Dept.).

21-1128 Authorize professional services contract with Tanya Dixon to provide lessons and clinics at the Tennis Center; \$40,000.00 per year (sponsored by Mayor Stimpson) (submitted by Shomnda Smith, Parks & Rec. Dept.).

31-1129 Authorize application to the National League of Cities in support of the Southern Cities Economic Inclusion Initiative (SCEI) to develop a plan for diversity, equity, and inclusion within the City of Mobile; \$40,000.00 (1:1 match) (sponsored by Mayor Stimpson) (submitted by Archnique Kidd, Neighborhood Development Dept.).

60-1130 Approve Settlement Agreement and Release of Claims, Wilkerson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1131 Approve Settlement Agreement and Release of Claims, Ferrell (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1132 Approve Settlement Agreement and Release of Claims, Le (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-001 Concur in the appointment of Bryan Fuenmayor to the Mobile County Board of Human Resources (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

37-002 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License for Food Mart Meat Market, 1718 Hurtel Street (sponsored by Councilmember Small).

60-003 Determine an appropriation to The Child Advocacy Center serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Comptroller).

60-004 Determine an appropriation to the Azalea City Community Development, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Comptroller).

16. RESOLUTIONS BEING INTRODUCED

08-005 Approve purchase order to Stryker Sales Corp. for 3-year service plan for 43 Lucas Cardio Chest Compression Systems for MFRD; \$40,867.20

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

08-006 Approve purchase order to UJ Chevrolet for 2022 Chevrolet Silverado 2500 pickup truck for MPD Cyber Division; \$55,256.50 (sponsored by Mayor Stimpson (submitted John Paine, Purchasing Dept.).

08-007 Approve purchase orders for fuel for WAVE Transit System (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-008 Approve purchase order to Stons, Inc. for 1 year subscription, 140 licenses for Monday.com collaboration software for MIT; \$46,284.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-009 Approve purchase order to Stons, Inc. for 1 year subscription for 120 licenses for monday.com collaboration software for MPD; \$39,672.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-010 Authorize contract with Reed Fire Protection for fire sprinkler and backflow preventer inspections and repairs at various City facilities; \$26,235.00 per year for 3 years (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Management Dept.).

21-011 Authorize contract with TAW Power Systems for Emergency Generators Preventative Maintenance and Repairs at various MFRD facilities; \$71,050.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM.).

21-012 Authorize contract with IET Systems Inc. for a security barrier at the Mobile Alabama Cruise Terminal; \$88,535.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

21-013 Authorize contract with Southern View Media, LLC for digital marketing and design services for public safety candidate recruiting (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Executive Director of Public Safety).

21-014 Authorize contract for nuisance beaver control services; \$9,600 per year for 3 years (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-015 Authorize contract with Pot-O-Gold Rentals, LLC for portable toilets at various City locations; \$54,752.50 (sponsored by Mayor Stimpson) (submitted by Michelle Melton, REAM).

31-016 Authorize a grant application to Firehouse Subs Public Safety Foundation in support of safety equipment for the MFRD; \$23,233.68 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

37-017 Approve a Certificate of Public Convenience and Necessity to DeVonya Stallworth, d/b/a DMS Carrier, LLC, to operate a sedan service.

37-018 Approve a Certificate of Public Convenience and Necessity to April Johnson. d/b/a Kids on Da Wheel, to operate a sedan service.

60-019 Approve Settlement Agreement and Release of Claims, Johnston (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-020 Approve Settlement Agreement and Release of Claims, Brannan (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-021 Approve Settlement Agreement and Release of Claims, Gaines (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. CALL FOR PUBLIC HEARINGS

41-022 Call for public hearing to consider the revocation of the business license of Husain Abdulla, d/b/a Discount Zone, located at 507 Azalea Road (District 5) (Scheduled for January 25, 2022).

41-023 Call for public hearing to rezone property located at 118 Kilmarnock Street (east side of Kilmarnock St., 195' + south of Spring Hill Ave., extending to the west side of North Catherine St.) from R-1, Single-Family Residential District, to B-2, Neighborhood Business District. (District 2) (scheduled for February 1, 2022).

41-024 Call for public hearing to rezone property located at 117 North Catherine Street (west side of North Catherine St., 150' + south of Spring Hill Ave., extending to the east side of Kilmarnock St.) from R-1, Single-Family Residential District, to B-2, Neighborhood Business District (District 2). (scheduled for February 1, 2022).

41-025 Call for public hearing to rezone property located at 2621 Ralston Road (south side of Ralston Rd, 244' + west of South Florida St.) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District (District 5) (scheduled for February 1, 2022).

18. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/28/2021 -
9:37 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/30/2021 -
9:07 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/20/2021 -
3:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

Accounting Gauthier, Lana

Approved

12/28/2021 -
10:59 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/29/2021 -
10:18 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	12/16/2021 - 9:06 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	12/16/2021 - 1:38 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/27/2021 -
1:24 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/3/2022 - 8:17
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/14/2021 -
8:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Gary Jackson, Municipal Enforcement, Program Coordinator

Sponsored by:

City Council Member: CJ Small, District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/26/2021

Renewal Date of Contract:

10/26/2021

Funding Source

Project # N/A

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	10/20/2021 - 4:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Gary Jackson, Municipal Enforcement, Program Coordinator

Sponsored by:

Council Member CJ Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/26/2021

Renewal Date of Contract:

10/26/2021

Funding Source

Project # N/A

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	10/20/2021 - 4:47 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid award for Mardi Gras throws.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20211214 Throws Agenda Package Bids	Cover Memo	12/14/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	12/16/2021 - 1:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by:

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

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5630	MARDI GRAS THROWS	3	SEE BID TAB FOR UNIT PRICES	Effective through March 31, 2022.	(130871) TOOMEY'S MARDI GRAS CANDY CO INC

Adopted:

City Clerk

MARDI GRAS THROWS

21

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: tajb

Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/10/2021	5630	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, FRIDAY, December 3, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<div>MARDI GRAS THROWS</div>					
Appx 1 to 300cs	Moon pies, 2 oz size moon pies, Chocolate, Cellophane wrapped, 144 per case. Chattanooga Bakery Brand, No substitute. Make _____ Model _____ Moon pies per case _____					
Appx 1 to 300cs	Moon pies, 2 oz size moon pies, Banana, Cellophane wrapped, 144 per case. Chattanooga Bakery Brand, No substitute. Make _____ Model _____ Moon pies per case _____					
Appx 1 to 120cs	Mardi Gras Bead Throws, 48” length, 18mm Assorted Color Beads – purple, gold and green packed 6 dozen per case. Make _____ Model _____ Packed _____ dozen beads per case. Bead Size (s) _____					
Page 1 of 3			TOTAL			

Page 1 of 3

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

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.

24

24

Page _____ of _____

25



PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

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

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

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Lumpkin & Associates for personnel consulting services for MPD.

General fund.

Amount of Contract:

\$18,650.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20211215 Lumpkin Agenda Package POs	Cover Memo	12/15/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	12/16/2021 - 1:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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:

Purchase Order	Fiscal Year	Department	Description	Amount	Vendor
<u>22003006</u>	2022	(1530) POLICE ADMIN SERVICES	PERSONNEL CONSULTING SERVICES FOR MPD (PROFESSIONAL SERVICE)	\$18,650.00	(<u>292090</u>) <u>LUMPKIN &</u> <u>ASSOCIATES</u>

Adopted:

City Clerk

**CITY OF MOBILE
PURCHASING DEPARTMENT**
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2022

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22003006-00**

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

**B
I
L
L
T
O**

City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601


**V
E
N
D
O
R**

G DAN LUMPKIN
LUMPKIN & ASSOCIATES
305 N SECTION ST
FAIRHOPE, AL 36532

**S
H
I
P
T
O**

See Shipping Information Below

Vendor Phone Number		Vendor Fax Number		Buyer Name		Requisitioner Name Department			
251-928-1736		251-928-3710		JOHN PAINE		MULTIPLE			
Date Ordered		Vendor Number	Date Required	Freight Method/Terms			Department/Location		
12/14/2021		292090					MULTIPLE		
Item#	Description/PartNo					QTY	UOM	Unit Price	Extended Price
	CHARLOTTE SOLIS BIR								
1	CONSULTATION SERVICES Ship To: POLICE HEADQUARTERS 2460 GOVERNMENT STREET LINDSAY ZOGHBY MOBILE, AL 36606					1.0	EACH	\$300.00	\$300.00
2	INTERVIEWS POLICE CHIEF Ship To: POLICE HEADQUARTERS 2460 GOVERNMENT STREET LINDSAY ZOGHBY MOBILE, AL 36606					1.0	EACH	\$6,250.00	\$6,250.00
3	INTERVIEWS MAJORS AND CAPTAINS Ship To: POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606					1.0	EACH	\$11,100.00	\$11,100.00
4	POLICE CONSULTATION Ship To: POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606					1.0	EACH	\$1,000.00	\$1,000.00

By: 
Purchasing Agent

VENDOR COPY

PO Total \$18,650.00



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

James DeLapp

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

This resolution is for a funding transfer to procure solar lighting for the Three Mile Creek Greenway Segment 6N and 7 NW. This area is located along the north side of Three Mile Creek between USA Health through Tricentennial Park to the East. The procurement of the infrastructure fulfills the Grant requirement of the City to provide lighting and cameras to the trail as part of the security feature.

Approval of funding allocation for this procurement is estimated to cost \$400,000 for 1.5 miles of trail and will tie into the City's existing fiber network. The City will also continue the construction process for this segment of the trail that is funded through the RESTORE Grant and an ALDOT TAP Grant. This area will be the central connection to the upcoming trail segments running to the east and to the west.

Amount of Contract:

N/A

Funding Source

Project # #C0291 CIP MOBILE GREENWAY
INITIATIVE

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
---------------------	--------	------

Public Works	Greene, Jennifer	Approved	12/9/2021 - 1:56 PM
Capital	Rhodes, Brenda	Approved	12/9/2021 - 2:18 PM
Legal	Kern, Chris	Approved	12/9/2021 - 4:04 PM
Mayors Office	Barber, James	Approved	12/16/2021 - 1:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To transfer \$500,000 from Capital Project #C0588 Re-Roof Various City Facilities in the Capital Improvements Fund (2000) to General Fund (1000) Forestry Contract Labor GL#10042018.42070 for canopy cutting contract.

Funding Source

Project # From C0588 Re-Roof Various City Facilities

Discretionary Funds

Project String 2000.2000

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	12/13/2021 - 1:53 PM
Capital	Hollins, Tiffany	Approved	12/13/2021 - 1:56 PM
Mayors Office	Barber, James	Approved	12/16/2021 - 1:50 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

To install one 40hp shaft motor and vertical turbine pump at the Mobile Civic Center

Amount of Contract:

\$31,435.17

Funding Source

Project # Mobile Civic Center – Cooling Tower
Pump Replacement CC-011-22

Discretionary Funds

Project String C0040 Civic Center Maintenance -
capital acct (20002000-48010)

Contract Number:3660

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
CN-011-22	Backup Material	12/9/2021

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	12/9/2021 - 10:43 AM
Capital	Rhodes, Brenda	Approved	12/9/2021 - 12:14 PM
Legal	Kern, Chris	Approved	12/9/2021 - 4:08 PM
Mayors Office	Barber, James	Approved	12/16/2021 - 1:53 PM

RESOLUTION

2021

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: SHEPPARD SERVICES LLC

Project Name: MOBILE CIVIC CENTER
 COOLING TOWER PUMP REPLACEMENT

Project Number: CC-011-22

Amount: \$31,435.17

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIVIC CENTER MAINTENANCE – CAPITAL ACCOUNT #C0040
COOLING TOWER PUMP REPLACEMENT @ THE
MOBILE CIVIC CENTER

FACILITY MAINTENANCE PROJECT #: CC-011-22

PROJECT #: C0040 (20002000-48010) DATE OF RECEIPT: _____

PROJECT DESCRIPTION: TO INSTALL ONE 40hp SHAFT MOTOR & VERTICAL
TURBINE PUMP AT THE MOBILE CIVIC CENTER.

CONTRACT AMOUNT: \$31,435.17

VENDOR NAME: SHEPPARD SERVICES LLC

VENDOR NUMBER: 294749

DEPT #: 3035 DEPT NAME: FACILITIES MAINTENANCE

CONTRACT ADMINISTRATOR: GREGG BLAIZE PROJECT MANAGER

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* **Construction**** Non Contractual Performance

RETAINAGE INFORMATION: N/A

SHOULD RETAINAGE BE WITHHELD? Y ☒ N ; 5% of the 1st 50% _____ or
if different, indicate special rate _____

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

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

Prepared by: Katie Cassil SECRETARY III Date: 12/07/2021

Revised 2/25/2016 Marilyn McMillan

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM**

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR STIPULATED SUM
(HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____

And the Contractor: Sheppard Services, LLC
 3460 Hurricane Bay Drive
 Theodore, Alabama 36582

City Business License No.: 46100

Project Location: Mobile Civic Center
 401 Civic Center Drive
 Mobile, Alabama 36602

Project Number: CC-011-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work, dated November 18, 2021, which is attached hereto as "Exhibit A", and is hereby incorporated by reference herein as a part of this Agreement as though fully set out herein.

2.0 CONTRACT SUM:

2.1 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-One Thousand Four Hundred Thirty-Five and 17/100 Dollars (\$31,435.17).

2.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

3.0 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work shall commence on the date of the written Notice to Proceed issued by Owner. Contractor shall achieve Substantial Completion within sixty (60) calendar days from date of Notice to Proceed.

4.0 OWNERS'S REPRESENTATIVE

The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is the Director of Facility Maintenance or a designated representative. The Owner's liaison with the

Contractor is the Owner's Representative.

5.0 GENERAL REQUIREMENTS

- 5.1 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner's sole discretion.
- 5.2 This Agreement including Project Construction Documents and accepted alternates represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, representations or any standards as a part of the Agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 5.3 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 5.4. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

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

2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Certificates of Insurance - Prior to commencement of the Work, 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.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 5.5 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

- 5.6 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.
- 5.7 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.
- 5.8 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.
- 5.9 Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.
- 5.10 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.
- 5.11 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.
- 5.12 Method of Payment: Contractor shall provide two copies of invoices to the Facility Maintenance Department. Payment shall be made only upon successful completion of the project and receipt and approval by Owner of all required close out documents.
- 5.13 Termination of Contract: The City may terminate the contract upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the contract.

6.0 PROJECT COMPLETION

6.1 Upon completion of the Project, the Contractor shall:

- (a) Submit Notice-of-Final-Completion of the contract to the Owner for posting on City of Mobile Bulletin Board.
- (b) Publish Notice-of-Final-Completion of the contract one time in a newspaper of general circulation, published in Mobile County. Contractor shall provide proof of publication to the Contract Administrator within five working days after publication.
- (c) Provide "Affidavit of Payment of Debts and Claims" certifying under oath that all bills have been paid in full.
- (d) Provide manufacturer's warranties, and a one- year labor and materials warranty from their company.

Final settlement may be made at any time one week after the Notice of Final Completion has been posted by the City of Mobile, proof of publication of the Notice of Final Completion has been received by the Owner, and all applicable Close Out documents have been received and approved.

7.0 DISPUTE RESOLUTION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

8.0 IMMIGRATION LAWS

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

9.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING INCERTAIN 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.

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

Signature

William S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:

Sheppard Services, LLC.

Legal Name of Party to Contract



Signature

Chris McNeil, President

Name and Title of Party Signing

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 CHRIS McNEIL as PRESIDENT of SHEPPARD SERVICES, 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 19TH day of NOVEMBER, 2021.



NOTARY PUBLIC

My Commission Expires: JULY 31, 2024



EXHIBIT "A"
SCOPE OF WORK
COOLING TOWER PUMP REPLACEMENT
MOBILE CIVIC CENTER
November 18, 2021

Scope of Work: The Work involves the furnishing of all labor, materials, tools and equipment necessary to remove existing and install one (1) 40 hp shaft motor and vertical turbine pump.

General

1. Contractor shall coordinate all work sequences with the City's Facility Maintenance Department.
2. The Contractor is responsible for any damage to the facility and shall make any necessary repairs. All costs of repairs shall be paid by the Contractor.
3. Provide all necessary labor and equipment to remove existing, inoperable 40 HP hollow shaft motor and vertical turbine pump.
4. Install new, 40 HP shaft motor and vertical turbine pump and test
5. Provide all necessary labor and equipment to remove existing, inoperable overload module and install new overload module in the Carrier 500 Ton Chiller.
6. Start Pump and ensure proper operation.
7. Contractor shall maintain a clean job site and dispose of all debris and trash off site.

END OF SECTION



Alabama Secretary of State



Sheppard Services, LLC.	
Entity ID Number	599 - 272
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	1-23-2020
Registered Agent Name	DEAKINS, JEFF
Registered Office Street Address	3460 HURRICANE BAY DRIVE THEODORE, AL 36582
Registered Office Mailing Address	3460 HURRICANE BAY DRIVE THEODORE, AL 36582
Nature of Business	
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	1-28-2020 Certificate of Formation 3 pgs.

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SHEPELE-01

WRICHARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: PHONE (A/C, No, Ext): (601) 960-8200 FAX (A/C, No): (601) 208-7484 E-MAIL ADDRESS: wrichard@fbbins.com																					
INSURED Sheppard Services, LLC PO Box 190817 Mobile, AL 36619	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>FCCI Insurance Company</td><td>10178</td></tr><tr><td>INSURER B:</td><td>National Trust Insurance Company</td><td>20141</td></tr><tr><td>INSURER C:</td><td>The Sheffield Fund</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	FCCI Insurance Company	10178	INSURER B:	National Trust Insurance Company	20141	INSURER C:	The Sheffield Fund		INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	The Sheffield Fund																					
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP100071022	6/30/2021	6/30/2022	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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA100058457	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100058458	6/30/2021	6/30/2022	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	60020214006200	12/31/2020	12/31/2021	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
A	Installation Floater			CPP100071022	6/30/2021	6/30/2022	Jobsite Limit 250,000

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

The General Liability & Automobile Liability policies contain blanket additional insured wording when required by written contract. General Liability, Auto Liability & Workers Comp policies include blanket waiver of subrogation when required by written contract. As respects property coverage, at the time of loss, insured value will be the lesser of the ACV, market value or replacement with like kind or quality. Additional Insured status only applies as per these forms, which are available for review upon request: AUTO (CAU058 01-15) GL (CGL084 10/13 & CGL088 10/13)

Project Reference: CC-011-22, Mobile Civic Center, Cooling Tower Pump Replacement

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Building Services Department
P.O. Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

TABLE OF CONTENTS

DESCRIPTION	PAGE
Airbag Coverage.....	3
Auto Loan/Lease Gap Coverage.....	3
Broad Form Insured.....	1
Concealment, Misrepresentation or Fraud.....	4
Deductible.....	3
Duties in the Event of Accident, Claim, Suit or Loss.....	4
Fellow Employee	2
Fire Department Service Charge.....	2
Other Insurance for Hired Auto Physical Damage Coverage	4
Loss of Earnings.....	2
Loss of Use Expenses.....	2
Supplementary Payments	2
Transfer of Rights of Recovery against Others to Us	4
Transportation Expenses	2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph 1. Who Is An Insured in section **A. Coverage** is amended by the addition of the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. 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 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.
- g. Any "employee" of yours using:
 - (1) a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household

- h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.
- B. Paragraphs (2) and (4) under section 2. **Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- C. Paragraph 5. under section B. **Exclusions** is deleted and replaced by the following:
 - 5. **Fellow Employee**
"Bodily injury" to:
 - a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
 - b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

- A. Paragraph 4. **Coverage Extensions** under section A. **Coverage** is deleted and replaced by the following:
 - 4. **Coverage Extensions**
 - a. **Transportation Expenses**
We will pay up to \$50 per day to a total maximum of \$1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
 - b. **Loss of Use Expenses**
For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$1,500.
- B. The following is added to paragraph 4. **Coverage Extensions** under section A. **Coverage**:
 - c. **Fire Department Service Charge**
When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.
No deductible applies to this additional coverage.

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue loan payments at the time of the "loss";
 - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
 - (c) Carry-over balances from previous loans.

C. Paragraph 3. under section B. Exclusions is deleted and replaced by the following:

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown
- b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates 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".

D. Section D. Deductible is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- (1) "Loss" caused by fire or lightning; and
- (2) "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.

- (3) Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

- A.** The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss:**

This duty applies when the “accident”, claim, “suit” or “loss” is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

- B.** Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

- C.** The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions:**

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- D.** Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

- b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered “autos” you own;
 - (1) Any covered “auto” you lease, hire, rent or borrow; and
 - (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “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”, nor is any “auto” you hire from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

TABLE OF CONTENTS

DESCRIPTION	PAGE
Additional Insured Coverage	9
Bail Bonds.....	9
Blanket Waiver of Subrogation	14
Bodily Injury and Property Damage	1
Care, Custody or Control.....	3
Contractors Errors and Omissions	6
Contractual Liability (Personal & Advertising Injury)	2
Electronic Data Liability	1
General Liability Conditions.....	13
Incidental Malpractice.....	9
Insured.....	9
Limited Product Withdrawal Expense	3
Limits of Insurance	11
Loss of Earnings.....	9
Lost Key Coverage	8
Newly Formed or Acquired Organizations	11
Non-Owned Watercraft.....	1
Property Damage Liability – Borrowed Equipment	1
Tenant's Property and Premises Rented To You	8
Voluntary Property Damage	2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. Extended "Property Damage"

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-owned Watercraft

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

3. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. Limited Electronic Data Liability

Exclusion 2.p. is replaced with the following:

- p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.

We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- d. Property caused by or arising out of the "products-completed operations hazard";
- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. Insuring Agreement

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
 - (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
 - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
 - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
 - (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
 - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
 - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
 - (2) Copyright, patent, trade secret or trademark infringements;
 - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of "your product"; or
 - (b) "Product tampering".
 - (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
 - (a) How, when and where the "defect" was discovered;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- (2) If a "product withdrawal" is initiated, you must:
 - (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
 - (b) Send us written notice of the "product withdrawal" as soon as practicable; and
 - (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.
- (3) You and any other involved insured must:
 - (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
 - (b) Authorize us to obtain records and other information; and
 - (c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.
- c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
- d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or

- (8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.
- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "personal and advertising injury".
- b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
 - (1) In the preparation of estimates or job costs;
 - (2) Where cost estimates are exceeded;
 - (3) In the preparation of estimates of profit or return on capital;
 - (4) In advising or failure to advise on financing of the work or project; or
 - (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
- d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.
- e. Any liability for damages:
 - (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or
 - (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

- f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.
- g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.
- h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract or work order has been completed;
 - (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

- i. Any liability arising from "property damage" to products that are still in your physical possession.
- j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - (1) Providing engineering, architectural or surveying services to others; and
 - (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- k. Your loss of profit or expected profit and any liability arising therefrom.
- l. "Property damage" to property other than "your product," "your work" or "impaired property."
- m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.
- n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.
- p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

- a. "Contractor" means a person or organization engaged in activities of building, clearing, filling, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- a. Actual cost of the keys;
- b. Cost to adjust locks to accept new keys; or
- c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

- a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;
- b. Any resulting loss of use; or
- c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:
 - 1) Misappropriation;
 - 2) Concealment;
 - 3) Conversion;
 - 4) Fraud; or
 - 5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
 - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
 - (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and
- (5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in "your product" made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Subparagraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B;
 - d. Voluntary "property damage" payments under Coverage D;
 - e. Care, Custody or Control damages under Coverage E.; and
 - f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A;
 - b. Medical expenses under Coverage C;
 - c. Voluntary "property damage" payments under Coverage D;
 - d. Care, Custody or Control damages under Coverage E;
 - e. Limited Product Withdrawal Expense under Coverage F;
 - f. Contractors Errors and Omissions under Coverage G.; and,
 - g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

- 6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you,

or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is \$10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is \$50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

- a. Each of your projects away from premises owned by or rented to you; or
- b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

- a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. This requirement applies only when the “occurrence” or offense is known to the following:
 - (1) An individual who is the sole owner;
 - (2) A partner, if you are a partnership or joint venture;
 - (3) An “executive officer” or insurance manager, if you are a corporation;
 - (4) A manager, if you are a limited liability company;
 - (5) A person or organization having proper temporary custody of your property if you die;
 - (6) The legal representative of you if you die; or
 - (7) A person (other than an “employee”) or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the “occurrence” or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the “occurrence” or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An “executive officer” or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an “employee”) or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

- e. If you report an “occurrence” to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an “occurrence” to us at the time of the “occurrence” shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this “occurrence” to us as soon as you become aware that this “occurrence” may be a liability claim rather than a workers compensation claim.

4. Paragraph 6. is replaced with the following:

- 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

- a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;
- b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and
- c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations

(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations

(As per the written contract or agreement, provided the location is within the "coverage territory".)

BLANKET

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 3. Will not be broader than that which is afforded to you under this policy; and
 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. 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; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.



Company ID Number: 1540553

Approved by:

Employer Sheppard Services, LLC.	
Name (Please Type or Print) Christopher McNeil	Title
Signature Electronically Signed	Date 05/12/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/12/2020



Company ID Number: 1540553

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Sheppard Services, LLC.
Company Facility Address	3460 Hurricane Bay Drive Theodore, AL 36582
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	844405777
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

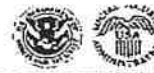


Company ID Number: 1540553

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

ALABAMA

1 site(s)



Company ID Number: 1540553.

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

Name Kris Dabai
Phone Number (254) 443 - 0700
Fax Number (254) 443 - 6204
Email Address kdabai@sheppardsvs.com

Name Christopher D McNeil
Phone Number (251) 443 - 0700
Fax Number (251) 443 - 6204
Email Address cmcneil@sheppardsvs.com



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

To remove and replace the film on the topside of the skylight at GulfQuest.

Amount of Contract:

\$17,780.00

Funding Source

Project # GulfQuest Maritime Museum – Skylight
Film Replacement MU-081-21

Discretionary Funds

Project String C0609 GulfQuest Skylight Film
Replacement - capital acct (20002000-48010)

Contract Number:3659

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	12/9/2021 - 10:08 AM
Capital	Rhodes, Brenda	Approved	12/9/2021 - 11:56 AM
Legal	Kern, Chris	Approved	12/9/2021 - 4:07 PM
Mayors Office	Barber, James	Approved	12/16/2021 - 1:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

James DeLapp

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

This Master Services Agreement (MSA) between SPV Associates Inc, DBA OnIndus, and the City of Mobile, enabling OnIndus to perform services that assist the City with the execution of requirements for the implementation of eBuilder for capital improvement programs. The length of this MSA is 5 years, and allows the ability to be extended up to 3 additional 1-year periods.

The work from OnIndus has been visible through the assistance they have provided to multiple municipalities in 35 years of managing and overseeing capital project technology. They will be helping our team get to the next level of implementation which includes Cost Process Digitization, and Training and Adoption support for the internal team and vendors.

Amount of Contract:

\$155,000

Effective Date of Contract:

12/14/2021

Funding Source

Project # C0661

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds \$0

Matching Funds \$0 (no matching funds)

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	12/9/2021 - 2:23 PM
Capital	Rhodes, Brenda	Approved	12/10/2021 - 9:52 AM
Legal	Kern, Chris	Approved	12/15/2021 - 1:16 PM
Mayors Office	Barber, James	Approved	12/16/2021 - 2:05 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Shonnda Smith, Senior Director of Parks & Recreation

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide professional tennis lessons to the public

Amount of Contract:

\$40,000

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Parks and Recreation McCants, Gerard	Approved	12/15/2021 - 11:02 AM
Legal Kern, Chris	Approved	12/15/2021 - 1:05 PM
Mayors Office Barber, James	Approved	12/16/2021 - 1:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Archnique Kidd, Supplier Diversity Manager

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept and receive grant funding, if awarded, from the National League of Cities in the amount of \$40,000.00 in support of the Southern Cities Economic Inclusion Initiative (SCEI) that will allow for developing a plan and initiative for diversity, equity, and inclusion within the City of Mobile. There is a 1:1 match requirement that will be met with in-kind services, if said grant is awarded.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$40,000.00

Matching Funds \$40,000.00 in-kind match

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	12/14/2021 - 1:41 PM
Legal	Kern, Chris	Approved	12/15/2021 - 1:08 PM
Legal	Kern, Chris	Approved	12/15/2021 - 1:09 PM
Mayors Office	Barber, James	Approved	12/16/2021 - 2:05 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

12/28/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Hope Wilkerson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/16/2021 - 10:10 AM
Legal	Kern, Chris	Approved	12/16/2021 - 12:29 PM
Mayors Office	Barber, James	Approved	12/16/2021 - 1:59 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

12/28/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Trithenia Ferrell

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/16/2021 - 10:37 AM
Legal	Kern, Chris	Approved	12/16/2021 - 12:30 PM
Mayors Office	Barber, James	Approved	12/16/2021 - 1:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

12/28/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Viet Q. Le

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/16/2021 - 11:16 AM
Legal	Kern, Chris	Approved	12/16/2021 - 12:30 PM
Mayors Office	Barber, James	Approved	12/16/2021 - 1:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/30/2021 -
1:32 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2021 - 12:00 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THEIR "SERVE IT UP WITH LOVE" CHARITY TENNIS TOURNAMENT TO BE HELD ON APRIL 3-5, 2022 AT THE COPELAND-COX TENNIS CENTER

Amount of Contract:

\$2,500.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/30/2021 - 12:47 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH PURCHASING TOYS FOR CHRISTMAS FOR FAMILIES AFFECTED BY COVID-19

Amount of Contract:

\$250.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/30/2021 - 12:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stryker Sales Corporation for a 3-year service plan for 43 Lucas cardio chest compression systems for MFRD.

General Fund.

Amount of Contract:

\$40,867.20

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20211220 Stryker Agenda Package POs	Cover Memo	12/20/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	12/30/2021 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>1831</u>	2022	(1510) FIRE ADMINISTRATION	3-YEAR SERVICE PLAN FOR 43 LUCAS CARDIO CHEST COMPRESSION SYSTEMS FOR MFRD (SOLE SOURCE)	\$40,867.20	<u>(295166)</u> <u>STRYKER SALES CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001831-00 FY 2022 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 910514396 Status: Approved	Page 1
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Vendor STRYKER SALES CORPORATION 3800 E CENTRE AVE PORTAGE, MI 49002 Tel#800-787-9537 Fax 269-216-4702	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
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/21	295166				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AS PER YOUR QUOTE 211104104321 CARDIO CHEST COMPRESSION SYSTEM, LUCAS DEVICES SERVICE - 3 YEAR ON SITE COVERAGE, BEGINNING 11/6/2021 THRU 11/5/2024; STRYKER PRO CARE SERVICES, PER QUOTE #211104104321; INCLUDES: LUCAS PM Only Onsite: • Update software to the most current version • Check all batteries and battery pins • Inspect the integrity of accessories and recommend replacement as needed • Test linear sensor and recalibrate if needed • Lubricate and adjust mechanical parts, including compression module and claw lock • Clean hood, fan, intake and bellows • Perform functional test on all mechanical components and electronics • Computer-aided diagnostics • Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker *(Onsite PM or Depot Depending on Agreement)	43.00 EACH	950.40000	40867.20

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001831-00 FY 2022 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 910514396 Status: Approved	Page 2
--	--	--------

Vendor STRYKER SALES CORPORATION 3800 E CENTRE AVE PORTAGE, MI 49002 Tel#800-787-9537 Fax 269-216-4702	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
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/21	295166				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
**	Vendor Item			
1	6120.70.15.0000.0000.1510.0000.0000.42150.			40867.20

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 40867.20

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42150.	40867.20	
EMERGENCY MEDICAL SVCS EXP		MAINTENANCE & REPAIRS

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

Activity	Date	Clerk	Comment
Forward	11/08/21	JOHN PAINE	d
Unknown	12/20/21	DONNA MICHELE STANLEY	
Unknown	12/20/21	DONNA MICHELE STANLEY	

=====	=====
Bill To	Requisition 00001831-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
STRYKER SALES CORPORATION
3800 E CENTRE AVE

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

PORTAGE, MI 49002

MOBILE, AL 36607

Tel#800-787-9537
Fax 269-216-4702

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
11/04/21	295166				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account		Qty	Unit Price	Net Price
Unknown	12/20/21	DONNA MICHELE STANLEY			
Unknown	12/20/21	DONNA MICHELE STANLEY			
Unknown	12/20/21	DONNA MICHELE STANLEY			
Unknown	12/20/21	DONNA MICHELE STANLEY			
Unknown	12/20/21	DONNA MICHELE STANLEY			
Approved	12/20/21	DONNA MICHELE STANLEY			
Approved	12/20/21	DONALD ROSE			
Approved	12/20/21	SANDRA LEWIS			
Approved	12/20/21	DONNA MICHELE STANLEY			
Approved	12/20/21	JAMES NEESE JR			
			Auto approved by: 910514396		
			Auto approved by: 910514396		
			Auto approved by: 910514396		
			Auto approved by: 910514396		

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet Co Inc for one 2022 Chevrolet Silverado 2500 4x4 pickup truck for MPD.

General fund.

Amount of Contract:

\$55,256.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20211221 UJ Agenda Package POs	Cover Memo	12/21/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	12/30/2021 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>1924</u>	2022	(1545) POLICE CYBER DIVISION	2022 CHEVROLET SILVERADO 2500 4X4 PICKUP TRUCK (SEALED BID 5639)	\$55,256.50	<u>(210000) UJ</u> <u>CHEVROLET CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001924-00 FY 2022 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300
---	--

MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
--	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/08/21	210000				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

This requisition is a replacement for cancelled PO# 21012619 as a result of awarded dealer refusing/unable to deliver or order vehicle. The funds encumbered originally will be released back into the expended account. This is NOT a double purchase.

**Must require bidder to deliver vehicle within 2 weeks of award or allow for pick up from dealer within 50 miles of City of Mobile within 2 weeks of award.

001	TRUCK PICK UP ¾ TON 4X4 CREWCAB STANDARD BED VENDOR TO PROVIDE 2022 or Newer Chevrolet Silverado 2500 4WD; LT Crew Cab) Z71 Package; WHITE IN COLOR INTERIOR: BLACK AS PER MY BID #5639 AND YOUR QUOTE Additional Description Notes	1.00 EACH	55256.50000	55256.50
-----	--	--------------	-------------	----------

**BIDDER MUST BE ABLE TO DELIVER VEHICLE WITHIN TWO (2) WEEKS OR AWARD, TO CITY OF MOBILE MOTOR POOL OR VIA PICK-UP WITHIN 50 MILES OF CITY OF MOBILE BY REQUESTING AGENCY.

VEHICLE: 2021 or Newer Chevrolet Silverado 2500 4WD;

MODEL: LT Crew Cab (or better/upgrade) Z71 Package;

COLOR: Any (Excluding Red, Tan, Brown, or White)

INTERIOR: Any Color

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001924-00 FY 2022 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 2
--	--	--------

Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/08/21	210000				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
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To include the following specifications (minimum):

6.6L V8 Engine
 6 Speed Auto
 5YR/100,000 Add-on Warranty
 Maintenance Plan (Oil, Maint. and Tire Rotations - 5YR)
 170 Amp Alternator
 Trailering Package
 Trailer Brake Controller
 USB Ports
 Color Driver Info Center
 Power Windows
 Power Locks
 Keyless Open and Start
 Remote Vehicle Start
 (4) Sets of Keys
 Z71 Off-Road Package
 Off-Road Suspension
 All Terrain Tires
 Trailering Wiring Provisions

1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP.			55256.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001924-00 FY 2022 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
---	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/08/21	210000				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 55256.50

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

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP.	55256.50	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	55256.50	
DRUG ENFORCEMENT FUND EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	12/20/21	JOHN PAINE	GL Allocation changed
Approved	11/10/21	TAYLOR HARRIS	
Approved	11/10/21	NANCY NGUYEN	Auto approved by: 910518653
Approved	11/10/21	RANDY THREADGILL	Auto approved by: 910518653
Queued	12/20/21	TAYLOR HARRIS	.

Do Not Return Via Email or Fax

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: sd Buyer: 002

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

DATE 12/16/2021	BID NO. 5639	DEPARTMENT MOTORPOOL	Commodities to be delivered F.O.B. Mobile to: 745 Broad Street
---------------------------	------------------------	--------------------------------	--

This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M. Monday, December 20, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-3	<p>¾ TON FOUR (4) WHEEL DRIVE PICKUP TRUCKS</p> <p>Current Model ¾ Ton Four (4) Wheel Drive Pickup Truck as per the following and attached specifications. Chevrolet Z71 Level of Accessories or Equal.</p> <p>Year _____ Make _____ Model _____</p> <p>Stock Number _____ Availability _____</p> <p>You can List additional Vehicles that may be available on additional sheets.</p> <p>Furnish Literature and Specifications on Vehicle(s) bid.</p> <p>Vehicles Bid must be on the Lot or Available within a Three (3) week delivery at time of the Bid Opening.</p> <p>City will make a decision on Day of Bid opening before the Close of Business.</p> <p>Vehicle with long lead times beyond Three (3) weeks of bid opening will not be considered.</p> <p>Vehicle shall be as per the attached specification.</p>					
			TOTAL			

Page 1 of 3

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 2 of 3</p> <p>Include price of Certificate of Title in your Bid price.</p> <p>The City reserves the right to inspect any vehicle bid prior to award.</p> <p>All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool.</p> <p>Business License Required (See Instruction #14).</p> <p>Upon award the City of Mobile will purchase three (3) Sport Utility Vehicles.</p> <p>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/</p> <p>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.</p> <p>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.</p> <p>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).</p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p style="text-align: center;">Page 3 of 3</p> <p>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.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.</p> <p>THE ABOVE TO BE AWARDED ON ITEM BASIS.</p>					
			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.

¾ Ton 4 Wheel Drive Pickup Truck Specifications

Vehicle: 2021 or Newer Chevrolet Silverado 2500 4WD;

Model: LT Crew Cab (or better/upgrade) Z71 Package;

Color: Any (Excluding Red, Tan, Brown)

Interior: Any Color

To include the following specifications (minimum):

6.6 L V8 Engine

6 Speed Auto

170 Amp Alternator

Trailer Package with Factory Receiver Hitch with factory wiring for 4 and 7 pin trailer connections

Trailer Brake Controller

USB Ports

Color Driver Info Center

Power Windows

Power Locks

Keyless Open and Start

Remote Vehicle Start

(4) Sets of Keys

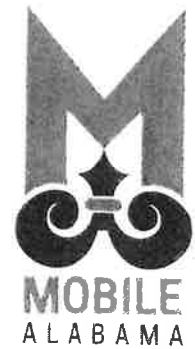
Z71 Off-Road Package

Off-Road Suspension

All Terrain Tires

Five (5) Year /100,000 Add on Warranty

Five (5) Year Maintenance Plan (Oil, Routine Maintenance and Tire Rotations)



PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

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

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

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve fuel purchases for the Wave Transit.

Amount of Contract:

Total of all is \$56,249.10.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20211221 Agenda Package Wave Fuel POs	Cover Memo	12/21/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	12/30/2021 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3617</u>	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$18,749.70	(279229) PETROLEUM TRADERS CORPORATION
<u>3619</u>	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$18,749.70	(279229) PETROLEUM TRADERS CORPORATION
<u>3621</u>	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$18,749.70	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003617-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/20/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AL STATE CONTRACT T104 DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7530.00 GALLON	2.49000	18749.70
1	6060.70.00.0000.0000.0000.0000.45020.			18749.70
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609				
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7530.00 EACH	0.00000	0.00
1	6060.70.00.0000.0000.0000.0000.45020.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003617-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/20/21	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

[Requisition Link](#)

Requisition Total	18749.70
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.45020.		
WAVE TRANSIT SYSTEM EXP	18749.70	FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
CCancelled	12/20/21	JAMES NEESE JR	GL Allocation changed
Approved	12/20/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	12/20/21	DONALD ROSE	Auto approved by: 910514396
Approved	12/20/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	12/20/21	JOHN PAINE	Auto approved by: 910514396

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Bill To	Requisition 00003617-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
 CHANEL GULLETT

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

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Date	Vendor
Ordered	Number
12/20/21	279229
Date	Ship
Required	Via
Terms	Department
	WAVE TRANSIT SYSTEM
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003619-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/20/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AL STATE CONTRACT T104 DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7530.00 GALLON	2.49000	18749.70
1	6060.70.00.0000.0000.0000.0000.45020.			18749.70
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609				
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7530.00 EACH	0.00000	0.00
1	6060.70.00.0000.0000.0000.0000.45020.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003619-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/20/21	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

[Requisition Link](#)

Requisition Total 18749.70

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.45020.		
WAVE TRANSIT SYSTEM EXP	18749.70	FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
CCancelled	12/20/21	JAMES NEESE JR	GL Allocation changed
Approved	12/20/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	12/20/21	DONALD ROSE	Auto approved by: 910514396
Approved	12/20/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	12/20/21	JOHN PAINE	Auto approved by: 910514396

=====	=====
Bill To	Requisition 00003619-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
 CHANEL GULLETT

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

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Date	Vendor
Ordered	Number
12/20/21	279229
Date	Date
Required	Ship
	Via
	Terms
	Department
	WAVE TRANSIT SYSTEM
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003621-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CGULLETT@CITYOFMOBILE.ORG Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/20/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AL STATE CONTRACT T104 DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7530.00 GALLON	2.49000	18749.70
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Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CGULLETT@CITYOFMOBILE.ORG Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609				
002	MARGIN PRICE	7530.00 EACH	0.00000	0.00
Vendor Item Inventory Item/Loc 7982				
1	6060.70.00.0000.0000.0000.0000.45020.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003621-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CGULLETT@CITYOFMOBILE.ORG Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/20/21	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CGULLETT@CITYOFMOBILE.ORG Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 18749.70

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.45020.		
WAVE TRANSIT SYSTEM EXP	18749.70	FUEL & LUBRICANTS

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

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Approved	12/20/21	DONALD ROSE	Auto approved by: 910514396
Approved	12/20/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	12/20/21	JOHN PAINE	Auto approved by: 910514396

=====	=====
Bill To	Requisition 00003621-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
 CGULLETT@CITYOFMOBILE.ORG

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/20/21	279229				WAVE TRANSIT SYSTEM
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 180000000002	NOT TO EXCEED AMOUNT:
Begin Date: 10/01/2017	Procurement Folder: 368619
Expiration Date: 09/30/2021	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 08/06/20	Version Number: 5

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

CONTRACT DESCRIPTION
GASOLINE & DIESEL FUEL

Ship To: **Bill To:**

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000046401: Petroleum Traders Corp PO Box 2357 Fort Wayne IN 46801-2357	Contact: Gayle Newton 2604326622 Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 AUTAUGA, GASOLINE, 8,200 > GALLONS
 AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.002100	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.002300	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.018500	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.036500	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.016200	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 BLOUNT, GASOLINE, 8,200 > GALLONS
 BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BLOUNT, DIESEL, 7,500 > GALLONS
 BLOUNT, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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COMMODITY / SERVICE INFORMATION

9	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00
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40515 - Gasoline, Automotive

BULLOCK, GASOLINE, 8,200 > GALLONS

BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

BULLOCK, DIESEL, 7,500 > GALLONS

BULLOCK, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

BUTLER, GASOLINE, 8,200 > GALLONS

BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.014700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

BUTLER, DIESEL, 7,500 > GALLONS

BUTLER, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

CALHOUN, GASOLINE, 8,200 > GALLONS

CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.007700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

CALHOUN, DIESEL, 7,500 > GALLONS

CALHOUN, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.025900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

CHAMBERS, DIESEL, 7,500 > GALLONS

CHAMBERS, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

CHEROKEE, GASOLINE, 8,200 > GALLONS

CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$0.023600	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CHILTON, GASOLINE, 8,200 > GALLONS
 CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.012200	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.018900	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CHOCTAW, DIESEL, 7,500 > GALLONS
 CHOCTAW, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CLAY, GASOLINE, 8,200 > GALLONS
 CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.013000	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CLEBURNE, GASOLINE, 8,200 > GALLONS
 CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	\$0.013600	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	\$0.015200	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	\$0.032800	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	\$0.007300	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	\$0.030300	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	\$0.032700	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	\$0.042400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	\$0.001600	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	\$0.017100	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct \$0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0135).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	\$0.006900	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	\$0.017600	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	\$0.035500	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	\$0.000600	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	\$0.015700	\$0.00			\$0.00	\$0.00

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

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	\$0.022200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive DEKALB, GASOLINE, 8,200 > GALLONS DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	\$0.033100	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) DEKALB, DIESEL, 7,500 > GALLONS DEKALB, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive ELMORE, GASOLINE, 8,200 > GALLONS ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0108).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	\$0.034200	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) ESCAMBIA, DIESEL, 7,500 > GALLONS ESCAMBIA, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive ETOWAH, GASOLINE, 8,200 > GALLONS ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0132).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	\$0.007100	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) ETOWAH, DIESEL, 7,500 > GALLONS ETOWAH, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive FAYETTE, GASOLINE, 8,200 > GALLONS FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0034).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	\$0.023800	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) FAYETTE, DIESEL, 7,500 > GALLONS FAYETTE, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	\$0.000500	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive FRANKLIN, GASOLINE, 8,200 > GALLONS FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	\$0.022800	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) FRANKLIN, DIESEL, 7,500 > GALLONS FRANKLIN, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	\$0.042900	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) GENEVA, DIESEL, 7,500 > GALLONS GENEVA, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive GREENE, GASOLINE, 8,200 > GALLONS GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0065).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	\$0.021100	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) GREENE, DIESEL, 7,500 > GALLONS GREENE, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive HALE, GASOLINE, 8,200 > GALLONS HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0057).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	\$0.021800	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) HALE, DIESEL, 7,500 > GALLONS HALE, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	\$0.033100	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive HENRY, GASOLINE, 8,200 > GALLONS HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	\$0.032300	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) HENRY, DIESEL, 7,500 > GALLONS HENRY, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	\$0.039200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive HOUSTON, GASOLINE, 8,200 > GALLONS HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	\$0.039400	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) HOUSTON, DIESEL, 7,500 > GALLONS HOUSTON, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	\$0.016200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive JACKSON, GASOLINE, 8,200 > GALLONS JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	\$0.027500	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) JACKSON, DIESEL, 7,500 > GALLONS JACKSON, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive JEFFERSON, GASOLINE, 8,200 > GALLONS JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0335).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) JEFFERSON, DIESEL, 7,500 > GALLONS JEFFERSON, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS Vendor Must Deduct \$0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0148).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	\$0.009200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive LAUDERDALE, GASOLINE, 8,200 > GALLONS LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	\$0.032500	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct \$0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	\$0.016600	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	\$0.015300	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct \$0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	\$0.021500	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct \$0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	\$0.006500	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
 MACON, GASOLINE, 8,200 > GALLONS
 MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	\$0.014700	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MADISON, GASOLINE, 8,200 > GALLONS
 MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	\$0.019000	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	\$0.029800	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	\$0.010700	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MARION, GASOLINE, 8,200 > GALLONS
 MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	\$0.016600	\$0.00			\$0.00	\$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMODITY / SERVICE INFORMATION

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0206).

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

4050935 - DIESEL FUEL, MOTOR FUEL)

ST. CLAIR, DIESEL, 7,500 > GALLONS

ST. CLAIR, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0005).

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

40515 - Gasoline, Automotive

SHELBY, GASOLINE, 8,200 > GALLONS

SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0252).

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

4050935 - DIESEL FUEL, MOTOR FUEL)

SHELBY, DIESEL, 7,500 > GALLONS

SHELBY, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0058).

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

40515 - Gasoline, Automotive

SUMTER, GASOLINE, 8,200 > GALLONS

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

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

4050935 - DIESEL FUEL, MOTOR FUEL)

SUMTER, DIESEL, 7,500 > GALLONS

SUMTER, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0013).

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

40515 - Gasoline, Automotive

TALLADEGA, GASOLINE, 8,200 > GALLONS

TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0156).

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

4050935 - DIESEL FUEL, MOTOR FUEL)

TALLADEGA, DIESEL, 7,500 > GALLONS

TALLADEGA, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

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

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

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

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

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

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 17 of 23
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Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions

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

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

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

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

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

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

Bid rejection

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

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

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

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

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

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

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 18 of 23
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party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

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

Certification Pursuant to Act no. 2006-557

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

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

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

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 19 of 23
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Ordering Process:

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

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

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

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

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

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

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

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

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

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

Fuel report:

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

*Excludes State and Federal Holidays.

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

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

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

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

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

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 20 of 23
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"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

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

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

Quantity:

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

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

Specifications, Samples, Protocols, Analysis Reports:

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

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

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

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

Bad Fuel:

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

Pricing:

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

Delivery time frame:

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

Delivery Slip:

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

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

Credit application or other forms:

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

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 21 of 23
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State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 22 of 23
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TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

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

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

Assignment of contract:

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

Contract period:

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

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

Non-appropriation of funds:

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

Proration:

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

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 23 of 23
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Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

.....	Gasoline.....	Diesel
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
.....		or \$0.0200**
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability		
Federal Lust.....	\$0.0010.....	\$0.0010
AL Import Fee.....	N/A.....	\$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed

** State agencies are exempt for the inspection fee on clear diesel.

Other gov't agencies pay \$0.02 per gallon. State agencies and

Other gov't agencies pay \$0.02 per gallon on dyed diesel.

***County and city taxes to be paid as applicable.



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stons Inc for one year software license for Monday.com collaboration software for MIT.

Amount of Contract:

\$46,284.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20211227 Stons2 Agenda Package POs	Cover Memo	12/27/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	12/30/2021 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>3189</u>	2022	(5000) INFORMATION TECHNOLOGY	ONE-YEAR SUBSCRIPTION FOR 140 LICENSES FOR MONDAY.COM ENTERPRISE COLLABORATION SOFTWARE (GSA CONTRACT)	\$46,284.00	<u>(297526) STONS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003189-00 FY 2022 Acct No: 1000.40.20.2070.2070.2070.0000.0000.42140. Review: Buyer: 9105fola Status: Released	Page 1
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Vendor STONS INC 2035 LINCOLN HIGHWAY SUITE 101 EDISON, NJ 08817 Tel#6468755499	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYODMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/21	297526				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA #GS35F153G
3 YEAR 36 MONTH CONTRACT. THIS PURCHASE ORDER IS FOR ONE 12 MONTH PERIOD.

001	ATTN: AMIR SHALEV WITH STONS INC. MONDAY.COM WORK OS- ENTERPRISE PLAN, 140 SEATS 12 MONTH DURATION, YEAR 1 PLAN START DATE 12/25/2021-12/24/2022. PRICE INCLUDES CUSTOMER SUCCESS PLAN GOLD PACKAGE AND 6 TRAINING HOURS.	140.00 EACH	330.60000	46284.00
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1	1000.40.20.2070.2070.2070.0000.0000.42140.			46284.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	46284.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003189-00 FY 2022 Acct No: 1000.40.20.2070.2070.2070.0000.0000.42140. Review: Buyer: 9105fola Status: Released	Page 2
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Vendor
STONS INC
2035 LINCOLN HIGHWAY SUITE 101

Ship To
MIT
651 CHURCH STREET

EDISON, NJ 08817

MOBILE, AL 36602
ASHLEY.TODD@CITYODMOBILE.ORG

Tel#6468755499

Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/21	297526				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.42140.	46284.00	300007.55
PUBLIC WORKS ADMIN EXP	NON CONTRACTUAL SERVICES	

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

Activity	Date	Clerk	Comment
Cancelled	12/22/21	ANNE FOLEY	GL Allocation changed
Approved	12/10/21	MARK PEARSON	Auto approved by: 91057606
Approved	12/10/21	SCOTT KEARNEY	
Approved	12/22/21	MARK PEARSON	Auto approved by: 91057606
Approved	12/22/21	SCOTT KEARNEY	
Approved	12/17/21	JOHN PEAVY	Auto approved by: 910518527
Approved	12/17/21	JAMES DELAPP	
Approved	12/24/21	JOHN PEAVY	
Approved	12/24/21	JAMES DELAPP	Auto approved by: 910517051
Forward	12/17/21	JOHN PAINE	1
Queued	12/24/21	DONNA MICHELE STANLEY	1
Queued	12/24/21	DONALD ROSE	1
Queued	12/24/21	SANDRA LEWIS	1
Queued	12/24/21	JOHN PAINE	1


Authorized By: _____ Date: _____
Signature




[Enlarge/More Views >>](#)

MONDAY.COM YEARLY LICENCE - 175 USERS EN

Mfr Part No.: 310175
Manufacturer: MONDAY.COM
Contract No.: GS-35F-153GA (ends: Dec 27, 2026)
MAS Schedule/SIN: MAS/511210
Warranty: 1 YR
Country of Origin: UNITED STATES OF AMERICA

 Disaster Purchasing items

 Cooperative Purchasing items

Price
\$3,990.53 **EA**

Qty: 1

[Add to cart](#)

sold and shipped by

STONS INC


Contract minimum order: \$100.00



Product Details

monday.com Yearly licence - 175 users Enterprise cost per month

Compare Available Sources

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

 Indicates when volume discounts are offered.

Price/Unit↕	Contractor ↕	Socio	Photo	Deliv Days ↕	Min Order ↕	FOB/Shipping ↕
\$3,990.53 EA	STONS INC			30 days delivered ARO	\$100.00	<u>D-CONUS,AK,PR,HI</u>

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

[Software Licenses](#) Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

[Software Maintenance Services](#) Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):

- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 28, 2016 through December 27, 2021

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR: STONS, INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Small



CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<u>SIN</u>	<u>DESCRIPTION</u>
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL NUMBER</u>	<u>LOWEST PRICED</u>
511210	E06KVLL	\$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: \$500,000

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor



12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. DUNS NUMBER: 079519700

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However, the TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called "Warranty Start Date") specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.
- c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use
for the particula least 60 days must be given in accordance with FAR
12.404(b)(2)
- d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.



4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X _____ 2. Software Maintenance Services (SIN 54151)

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) t

's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(c) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.



9. **RIGHT-TO-COPY PRICING** The Contractor shall
insert the discounted pricing for right-to-copy licenses = None

**USACOMMITMENTTOPROMOTE
SMALLBUSINESSPARTICIPATION
PROCUREMENTPROGRAMS**

PREAMBLE

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.



COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: **Company Point of contact:** [Amir Shalev](#) phone number: [\(646\) 875-5499](#) e-mail address: amir.shalev@stons.biz fax number: [\(646\) 839-2727](#)

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;

- (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- x The customer identifies their requirements.
- xFederal Supply Schedule Contractors may individually meet the customers needs, or x Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement. x
- Customers make a best value selection.



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stons Inc for one-year software license for Monday.com collaboration software for MPD.

General fund.

Amount of Contract:

\$39,672.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20211227 Stons Agenda Package POs	Cover Memo	12/27/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	12/30/2021 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>3343</u>	2022	(1545) POLICE CYBER DIVISION	ONE-YEAR SUBSCRIPTION FOR 120 LICENSES FOR MONDAY.COM ENTERPRISE COLLABORATION SOFTWARE FOR MPD (GSA CONTRACT)	\$39,672.00	<u>(297526) STONS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003343-00 FY 2022 PO 22003319 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Converted	Page 1
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Vendor
 STONS INC
 2035 LINCOLN HIGHWAY SUITE 101

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

EDISON, NJ 08817

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Tel#6468755499

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/21	297526				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA #GS35F153GA.

THIS IS FOR YEAR 1 OF A 3 YEAR CONTRACT.

001	ATTN: AMIR SHALEV LICENSE FOR SOFTWARE AS SPECIFIED:	120.00 EACH	330.60000	39672.00
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Additional Description Notes

Software renewal for collaboration software application (cloud based subscription service).

Monday.com Work OS - Enterprise Plan

120 Seats

36 month renewal, payable annually.

Includes annual tutorial 6-Hours of Training;

Customer Service Plan Gold Package;

YEAR 1 AMOUNT DUE PER QUOTE \$39,672. (2021-2022) 12/25/21 - 12/24/22

Vendor Item

Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.42140.			39672.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003343-00 FY 2022 PO 22003319 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Converted	Page 2
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Vendor
STONS INC
2035 LINCOLN HIGHWAY SUITE 101

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Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/21	297526				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 39672.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.		
	39672.00	
POLICE CYBER DIVISION EXP		NON CONTRACTUAL SERVICES

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

Activity	Date	Clerk	Comment
Forward	12/14/21	JOHN PAINE	a
Unknown	12/22/21	DONALD ROSE	
Approved	12/22/21	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	12/22/21	DONALD ROSE	Approved by: 9105fola
Approved	12/22/21	SANDRA LEWIS	Auto approved by: 910516727
Approved	12/22/21	ANNE FOLEY	Auto approved by: 910516727
Approved	12/22/21	ANNE FOLEY	Auto approved by: 910516727

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003343-00 FY 2022 PO 22003319 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Converted	Page 3
--	---	--------

Vendor
 STONS INC
 2035 LINCOLN HIGHWAY SUITE 101

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

EDISON, NJ 08817

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Tel#6468755499

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/21	297526				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------


Authorized By: _____ Date: _____
 Signature




[Enlarge/More Views >>](#)

MONDAY.COM YEARLY LICENCE - 175 USERS EN

Mfr Part No.: 310175
Manufacturer: MONDAY.COM
Contract No.: GS-35F-153GA (ends: Dec 27, 2026)
MAS Schedule/SIN: MAS/511210
Warranty: 1 YR
Country of Origin: UNITED STATES OF AMERICA

 Disaster Purchasing items

 Cooperative Purchasing items

Price
\$3,990.53 **EA**

Qty: 1

[Add to cart](#)

sold and shipped by

STONS INC


Contract minimum order: \$100.00



Product Details

monday.com Yearly licence - 175 users Enterprise cost per month

Compare Available Sources

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

 Indicates when volume discounts are offered.

Price/Unit	Contractor	Socio	Photo	Deliv Days	Min Order	FOB/Shipping
\$3,990.53 EA	STONS INC			30 days delivered ARO	\$100.00	<u>D-CONUS,AK,PR,HI</u>

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

[Software Licenses](#) Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

[Software Maintenance Services](#) Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):

- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 28, 2016 through December 27, 2021

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR: STONS, INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Small



CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<u>SIN</u>	<u>DESCRIPTION</u>
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL NUMBER</u>	<u>LOWEST PRICED</u>
511210	E06KVLL	\$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: \$500,000

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor



12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. DUNS NUMBER: 079519700

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However, the TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called "Warranty Start Date") specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use

for the particula least 60 days must be given in accordance with FAR
12.404(b)(2)

d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.



4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X _____ 2. Software Maintenance Services (SIN 54151)

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) t

's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(c) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.



9. **RIGHT-TO-COPY PRICING** The Contractor shall
insert the discounted pricing for right-to-copy licenses = None

**USACOMMITMENTTOPROMOTE
SMALLBUSINESSPARTICIPATION
PROCUREMENTPROGRAMS**

PREAMBLE

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.



COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: **Company Point of contact:** [Amir Shalev](#) phone number: [\(646\) 875-5499](#) e-mail address: amir.shalev@stons.biz fax number: [\(646\) 839-2727](#)

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;

- (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- x The customer identifies their requirements.
- xFederal Supply Schedule Contractors may individually meet the customers needs, or x Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement. x
- Customers make a best value selection.



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide all fire sprinkler, fire pump systems and valves, valve components, trim inspections and testing, and fire supply line backflow preventer inspection and testing at various City of Mobile facilities

Amount of Contract:

\$26,235.00 per year for 3 years

Funding Source

Project # Various City facilities – Fire Sprinkler &
Backflow Preventer Inspections and Repairs SC-025- **Discretionary Funds**
22

Project String 10043037-42150 Building Services
Maintenance and Repairs - operational account

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	12/29/2021 - 3:40 PM
Budget	Sapp, Celia	Approved	12/29/2021 - 3:43 PM
Legal	Gibson, Grant	Approved	12/30/2021 - 9:25 AM

Legal

Gibson, Grant

Approved

12/30/2021 -
9:25 AM

Mayors
Office

Barber, James

Approved

12/30/2021 -
3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To perform preventative maintenance and repairs on emergency generators at various Mobile Fire Rescue Department facilities

Amount of Contract:

\$71,050.00 over 3 years (\$36,500.00 first year, \$16,600.00 second year, \$17,950.00 third year)

Funding Source

Project # Various Mobile Fire Rescue Dept –
Emergency Generators-Preventative Maint & Repairs **Discretionary Funds**
SC-035-21

Project String 10041522-42150 – Fire Suppression
Maintenance & Repairs – operational acct **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	12/29/2021 - 3:42 PM
Budget	Sapp, Celia	Approved	12/29/2021 - 3:48 PM
Legal	Gibson, Grant	Approved	12/30/2021 - 10:28 AM

Legal

Gibson, Grant

Approved

12/30/2021 -
10:28 AM

Mayors
Office

Barber, James

Approved

12/30/2021 -
3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

To provide a security barrier within the Mobile Alabama Cruise Terminal

Amount of Contract:

\$88,535.00

Funding Source

Project # Cruise Terminal - Security Barrier CT-009-21

Discretionary Funds

Project String G-PDPORT20 (grant)

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	12/17/2021 - 9:30 AM
Accounting	Daniels, Bettye	Approved	12/20/2021 - 12:11 PM
Legal	Kern, Chris	Approved	12/22/2021 - 1:59 PM
Legal	Kern, Chris	Approved	12/22/2021 - 2:00 PM
Mayors Office	Barber, James	Approved	12/30/2021 - 3:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Lawrence Battiste, Public Safety Director

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year contract, renewable for two additional years, with Southern View Media LLC for social media marketing for Public Safety candidate recruiting.

General fund.

Amount of Contract:

\$49,300 for first year, \$48,000 for 2nd and 3rd years

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2021 Agenda Package Southern View	Cover Memo	12/16/2021

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	12/16/2021 - 5:29 PM
Legal	Kern, Chris	Approved	12/22/2021 - 1:57 PM
Legal	Kern, Chris	Approved	12/22/2021 - 1:57 PM

Mayors
Office

Barber, James

Approved

12/30/2021 -
3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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 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 Southern View Media, LLC, for one year, renewable annually for two additional one-year periods without further City Council Approval, for digital marketing and design services for Public Safety candidate recruiting 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



City of Mobile
Public Safety Recruiting
Digital Marketing Services

AGREEMENT

This Services Contract (sometimes hereinafter "Agreement") made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Southern View Media, LLC (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in providing digital marketing and design services, and

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

NOW, THEREFORE, WITNESSETH:

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

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the digital marketing and design services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Executive Director, Public Safety, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed as described in **Exhibit A**. City will pay Contractor an initial fee of \$1,300.00, payment due within 30 days of contract execution and receipt of initial invoice, and monthly service fees of \$4,000.00 per month to be invoiced at the end of every month, with payment due within 30 days of invoice.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for a one-year period, renewable with the consent of both parties for two additional one-year periods

IV. GENERAL PROVISIONS

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

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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

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

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

and economically disadvantaged individuals and business entities.

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

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

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

J. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect professional liability insurance, in a minimum amount of \$500,000.00 per occurrence, 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. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

b. City agrees to accept the actual, enforceable insurance coverage required by this subpart in full satisfaction of Contractor's duties of indemnification specified elsewhere in this Agreement.

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

Executive Director, Public Safety
City of Mobile
205 Government St
Mobile, Alabama 36602

And to Contractor at:
Southern View Media, LLC
25369 US-98, Unit K
Daphne, AL 36526

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

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

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

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

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

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they

will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

R. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Southern View Media, LLC, Contractor

BY: Michelle Murrell

Date: 12/3/2021

Its Members of the LLC (Title)

ACKNOWLEDGEMENT

The State of Alabama }

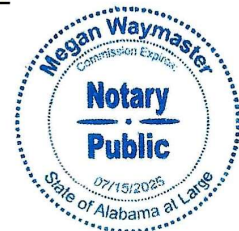
Baldwin County }

I, Megan Waymaster, a Notary Public, in and for said County in said State, hereby certify that Michelle + James Murrell whose name as member of the LLC, 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 3 day of December, 2021

Megan Waymaster
(Seal)

Notary Public



CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibit: A Statement of Work
B Contractor Insurance

Exhibit A. Statement of Work

Proposed Budget

Deliverables

Initial Investment
\$1,300 (one-time fee)

Recruitment Landing Pages

- 1 Fire Department Page
- 1 Police Department Page

Monthly Investment
\$4,000

Social Media Ads

- 1 Fire Department Snapchat Ad
- 1 Police Department Snapchat Ad
- 2 Fire Department Facebook & Instagram Ads
- 2 Police Department Facebook & Instagram Ads

Video & Social Media Content Strategy & Creation

- 2 Employee Interviews Per Month
- 4-8 Social Posts Per Month
- Sharing posts to groups & selected platforms

Behaviorally Targeted Geofence Ads

- 2 Fire Department Geofence Ads
- 2 Police Department Geofence Ads

Blogs

- 1 Blog Per Month

Add Analytics & Management

- Tag Tracking
- Client Reporting Dashboard
- Custom Campaign Slogans



OUR APPROACH

Our team members follow careful and thorough processes to ensure that all objectives listed and more are implemented in a well-organized and efficient manner. No detail will be overlooked. Our overall goal is to increase the number applications submitted for employment with the Mobile Fire and Police Departments. We would also like to reassure the community of these departments' commitment to protect and serve.

Facebook, Instagram and Snapchat Ads:

We will create a series of advertisements to deploy on Facebook and Instagram—two of the most popular social media platforms for the target audience. We estimate 60,000 – 171,000 impressions per month with these digital advertisements. Additionally, we estimate that 1440 – 2500 link clicks per month will show potential candidates are engaging with the content.

Social Media Content Strategy and Creation:

We will create 4-8 social media posts per month to be shared on various social media platforms including, Facebook, Instagram, and TikTok. On Facebook, we will share posts into groups for more exposure and engagement. Once a month, we will interview two employees, one fire department and one police department employee, then we will use the interviews to create digital content. This strategy will provide an opportunity to showcase an authentic representation of Mobile's Fire and Police Departments.

Behaviorally Targeted Geofence Ads:

Geofencing ads will engage with the target audience through 140,000 impressions per month. These ads have segmenting abilities, allowing us to focus on specific members of the target audience. In doing so, variations of the original creative message will deploy. Furthermore, we can segment geofencing ads based on other recruitment tactics like career expos colleges. We can place a geofence around the school for two weeks leading up to the expo and two weeks following the event for maximum exposure. This technique works well because Geofences can move as needed.

Blogs (Community Stories):

One blog per month will develop from interviews of individuals from each department. These stories will focus on highlighting their unique stories. These interviews will introduce questions like why they choose to become a firefighter or police officer or how they find their job rewarding. Additionally, we will be questioning how they are inspiring their family, friends, and community.



Exhibit B. Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Cochran Insurance Agency 6450 US HWY 90 Suite B Spanish Fort, AL 36527	CONTACT NAME: Tracy L. Cochran PHONE (A/C, No, Ext): 251-635-4780 E-MAIL ADDRESS: tracy@cochraninsagency.com		FAX (A/C, No): 251-241-7198
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc		NAIC # 10200
INSURED Southern View Media LLC 25369 US HWY 98 Daphne AL 36526	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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-5037619-EO-21	12/16/2021	12/16/2022	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

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.
	AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve 3-year contract for nuisance beaver control services for Public Works.

General fund.

Amount of Contract:

\$9,600.00 per year for 3 years.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2021 Beaver Agenda Package	Cover Memo	12/29/2021

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	12/29/2021 - 3:42 PM
Legal	Gibson, Grant	Approved	12/30/2021 - 9:08 AM
Legal	Gibson, Grant	Approved	12/30/2021 - 9:08 AM
Mayors Office	Barber, James	Approved	12/30/2021 - 3:07 PM

RESOLUTION

Sponsored by: Mayor 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 Waylon's Wildlife Services LLC., for Nuisance Beaver Control Services for the current year and extendable for two (2) additional years with the mutual approval of the City of Mobile and the provider 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

AGENDA ITEM SUMMARY SHEET

Agenda of: _____ Date _____ Item No. _____

Submitted by: PURCHASING JOHN PAINE
Department Department Head

Sponsored by: WILLIAM S STIMPSON MAYOR
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: NUISANCE BEAVER CONTROL SERVICE

PURPOSE & SCOPE OF PROJECT:

VENDOR TO PROVIDE NUISANCE BEAVER CONTROL SERVICE TO CONTROL AND/OR
REMOVE NUISANCE BEAVERS FROM THE CITY OF MOBILE STORMWATER DRAINAGE
SYSTEM.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$800.00 / MO. \$9,600.00 / YR FOR 3 YR

FUNDING SOURCE:

Budget Item: 1004-2086-42200 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

Associated Costs:

Current year (itemize)
Type: N/A Amount: N/A

Future years
Year: N/A Amount: N/A

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

Effective date of contract: UPON COUNCIL APPROVAL

Renewal date of contract (if applicable): 1 YR FROM APPROVAL

If not bid, state reason: N/A

How many bidders received bid packages (if applicable): 9

How many bidders submitted bids (if applicable): 3

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

Service Contracts over \$15,000, subject to Ala. §41-16-50
et seq. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this 14th day of December, 2021, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, Waylon's Wildlife Services LLC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows: To provide Nuisance Beaver Control Service as per City of Mobile bid #5622

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. Insurance: 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 Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider'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 the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only

for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider 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 Provider, 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, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by

reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601, or vendorinvoices@cityofmobile.org.

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

OR

P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Waylon's Wildlife Services LLC
P.O. Box 190962
Mobile, AL 36619

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

Randy W Howell, Its Owner (title)

On behalf of Waylon's Wildlife Services LLC

12/21/2021 Date

State of Alabama

Mobile County

I, Lorelei D. Green, a Notary public in and for said County and State, hereby certify that Randy Howell, whose name is known to me, acknowledged before me on this the 21 day of December, 2021, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Lorelei D. Green
Notary Public

My Commission expires on: 7-17-22

CITY,

Its Mayor

Date

ATTEST:

City Clerk

EXHIBIT A

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:
10/11/2021	5622	Public Works	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M., Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Nuisance Beaver Control Service</p> <p>This bid is for a Nuisance Beaver Control Service within the corporate limits of the City of Mobile.</p> <p>Service will be to control and/or remove nuisance beavers from the City of Mobile stormwater drainage system.</p> <p>Vendor will be providing monthly or as needed nuisance beaver control.</p> <p>There are initially 23 loations to be monitored. Locations may be added, deleted, or changed during the course of the contract.</p> <p>Initial contract will be for a one (1) year period, with an option for two (2) additional one (1) year periods.</p> <p>Before the bid is awarded, the successful vendor will need to provide the City with a copy of their business license and their certificate of insurance as defined elsewhere.</p> <p>Aerial photos of areas of concern may be viewed at:</p> <p>https://maps.cityofmobile.org/bids/5622/Maps Bid 5622.pdf</p> <p>Successful vendor will need to sign a contract prior to award. A sample of the contract is attached. You <u>do not</u> have to sign and return the attached sample.</p>					
		12 months			9600	00
		TOTAL				

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Firm Name Waylon's Wildlife Services LLC

Typed Signature Randy Waylon Howell

By Randy W Howell

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES <small>Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.</small>	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 2 of 2</p> <p>Vendor must provide with this bid of a copy of the state of Alabama Wildlife and Freshwater Fisheries permit as a nuisance wildlife control operator in the State of Alabama and Mobile County.</p> <p>Bidder shall list their experience as a nuisance wildlife control operator in the bid.</p> <p>Vendor shall provide references with whom they have provided nuisance control services.</p> <p>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/</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.</p> <p>TO BE AWARDED ALL OR NONE.</p>					
12 months			TOTAL		9600	00

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Waylon Wildlife Services LLC
By Randy W Howell

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

Specifications for Beaver Trapping, Removal and Disposal 11-3-2021

- A. City of Mobile requires the services of a qualified, permitted nuisance wildlife control operator to control beaver populations impacting the City's stormwater system.
- B. **QUALIFICATIONS.** Minimum requirements for the selected vendor include:
 - 1. Permitted by the Alabama Division of Wildlife & Freshwater Fisheries as a Nuisance Wildlife Control Operator either statewide or in Mobile County.
 - 2. Ten years of experience in wildlife control.
 - 3. Specific experience in municipal beaver control.
 - 4. City of Mobile business license (to be provided at contract award).
 - 5. Liability, auto, and statutory workers compensation insurance, naming the City as an additional insured (to be provided at contract award)
- C. **GENERAL REQUIREMENT.** Vendor shall be responsible for the protection of the below listed stormwater drainage locations from beaver impacts that inhibit the effective flow of stormwater. Vendor shall do this through:
 - 1. The placement of a minimum number of specified traps in specific locations.
 - 2. Regularly scheduled site inspections of specified locations
 - 3. Detection and assessment of beaver activity
 - 4. Development of beaver control plans
 - 5. Consultation with the City regarding beaver activity and recommended control measures,
 - 6. The diversion or removal of nuisance beavers.
 - 7. Regular reporting to the City on inspection and control activities.
- D. **EQUIPMENT.** Vendor is required to provide all traps, control, and documentation equipment. Vendor will determine the appropriate type of trap for each location, with City concurrence.
- E. **PERFORMANCE STANDARDS.** Vendor must follow state, federal, and industry guidelines for the safe, effective, and humane capture and removal of wildlife, and the use and carriage of any tools, traps, weapons, or chemicals. Vendor shall primarily operate on City property and right of way and easements, but may be required to enter private property to perform the work. Vendor is required to be aware of any need to enter private property and to obtain written permission to do so.
- F. **TRAP LOCATIONS.** Vendor shall plan to provide and maintain/install the following number of traps and inspect, and use other control equipment when necessary for the following locations described below. **Per State of Alabama Department of Conservation and Natural Resources Division of Wildlife and Freshwater Fisheries, all traps set in or beneath water must be checked at least once every 72 hours. All traps other than water sets must be checked at least once every 24 hours [9-11-265]. See Trapping in Alabama attachment.**
- G. The locations with number of traps to be placed, are to have those traps placed 24/7/365 and shall be placed and checked as per State of Alabama regulations.

Locations with no trap quantities are to be monitored and to have traps placed as needed due to nuisance activity occurrence,

1. Hamilton Blvd (3 traps)
2. Rabbit Creek @ Rangeline Rd (2 traps)
3. Hannon Rd#1 (3 traps)
4. Hannon Rd#2 (2 traps)
5. Robinson Bayou (2 traps)
6. Spring Valley Dr (2 traps)
7. Moore Creek (2 traps)
8. Shipyard Rd (3 traps)
9. Upper end of Langan Park (4 traps)
10. Three Mile Creek @ Tennis Ct (6 traps)
11. Magnolia Grove Pkwy (2 traps)
12. Autumndale Dr (2 traps)
13. Halls Mill Rd @ Catfish House
14. Charles Wood Japanese Garden (Forest Hill/Zeigler)
15. Bowers Lane and Muddy Creek (Old Military Rd)
16. Tricentennial Park
17. Demetropolis Rd
18. Montlimar Creek (Dog River)
19. Montlimar Creek (near Springhill College)
20. Montlimar Creek (Dog River/Hwy 90)
22. Southern Langan Park (near Tennis Court/Mobile Museum of Arts)
23. Cody Rd @ Pine Run Rd

- H. **INVOICE AND REPORTING.** Vendor will bid and invoice a monthly rate for the services provided above. Invoicing will be in arrears for the just-completed monthly service. With the invoice, Vendor also will submit a monthly report containing the following information.

1. Site name
2. Date(s) visited
3. Trap or other equipment at the site
4. Observations, including at least one geo-tagged photograph documenting site conditions per month.
5. Trapping, removal, or diversion activity conducted, including photos and description of any wildlife removed.
6. Any incidents, accidents, injuries, or public engagement at the site.
7. Recommendations regarding the site.
8. Contractor will provide signs stating, "Beware of Animal Traps" and display at all sites listed near traps.

- I. **AMENDMENTS TO SCOPE.** City may elect to marginally adjust the scope of work, in consultation with vendor, to include trap or inspection locations, visit frequency, or reporting, to improve the

overall objective of stormwater system functionality and minimize negative wildlife impacts on storm water system performance.

J. Successful bidder shall follow all applicable State and Federal regulation and rules pertaining to the monitoring, trapping and disposal of the nuisance beavers in the City of Mobile's drainage canals and ditches.

K. Attached are copies to the applicable State of Alabama rules and guides.

L. BID AMOUNT:

MONTHLY PRICE FOR SERVICES PROVIDED:

\$ 500.00

Trap Pricing for Addition or Deletion of Number of Monthly Traps Deployed.

Additional Traps Not to be deployed without the prior written Approval of the City of Mobile.

Price to Add Additional Trap Monthly

\$ 0 /month

Price for Deletion of a Trap Removed from Service

\$ 0 /month

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

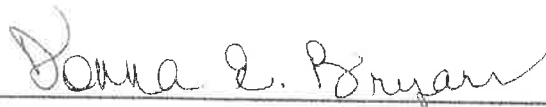
POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

WAYLONS WILDLIFE SERVICES LLC T6
9781 PINE SPRINGS RD
IRVINGTON, AL 36544-3811

YEAR	LICENSE NO.
2021	94811
ISSUED	EXPIRES
3/10/2021	12/31/2021

812195 SERVICES - MISC BUSINESS SERVC



Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



WAYLONS WILDLIFE SERVICES LLC T6
PO BOX 190962
MOBILE, AL 36619-0962

366 T1 P1

REFERENCE SHEET

1. Nine years of beaver nuisance control
Work, with the City Of Mobile.
2. Currently the beaver nuisance trapper
For Mobile County. (Neal Howard) 251-472-5055
3. Currently the beaver nuisance trapper
For Mobile Area Water and Sewer Systems. (Steve Davis) 251-463-7021 (Eddie Chavers)
251-604-8777
4. Currently the beaver nuisance trapper
For some Mobile County School board property, in Citronelle.
5. Currently the beaver nuisance trapper
For Stallworth land company, in Citronelle .
6. I'm currently doing several private Individuals properties all over south Alabama.

I have been in the nuisance control work fulltime for 21 years. I pride myself
On staying up with the latest and ethical equipment available on the market. I attended several
conventions all over the country every year Learning about new equipment and techniques.

Biof AS
ISSUED
To Public

BID SHEET

This is Not an Order

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

Typed by: _____ en Buyer: _____ 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/11/2021	5622	Public Works	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M., Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Nuisance Beaver Control Service</p> <p>This bid is for a Nuisance Beaver Control Service within the corporate limits of the City of Mobile.</p> <p>Service will be to control and/or remove nuisance beavers from the City of Mobile stormwater drainage system.</p> <p>Vendor will be providing monthly or as needed nuisance beaver control.</p> <p>There are initially 23 loations to be monitored. Locations may be added, deleted, or changed during the course of the contract.</p> <p>Initial contract will be for a one (1) year period, with an option for two (2) additional one (1) year periods.</p> <p>Before the bid is awarded, the successful vendor will need to provide the City with a copy of their business license and their certificate of insurance as defined elsewhere.</p> <p>Aerial photos of areas of concern may be viewed at:</p> <p align="center">https://maps.cityofmobile.org/bids/5622/Maps_Bid_5622.pdf</p> <p>Successful vendor will need to sign a contract prior to award. A sample of the contract is attached. You <u>do not</u> have to sign and return the attached sample.</p>					
	Page 1 of 2		TOTAL			

Page 1 of 2

TOTAL

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

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 2 of 2</p> <p>Vendor must provide with this bid of a copy of the state of Alabama Wildlife and Freshwater Fisheries permit as a nuisance wildlife control operator in the State of Alabama and Mobile County.</p> <p>Bidder shall list their experience as a nuisance wildlife control operator in the bid.</p> <p>Vendor shall provide references with whom they have provided nuisance control services.</p> <p>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/</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.</p> <p>TO BE AWARDED ALL OR NONE.</p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

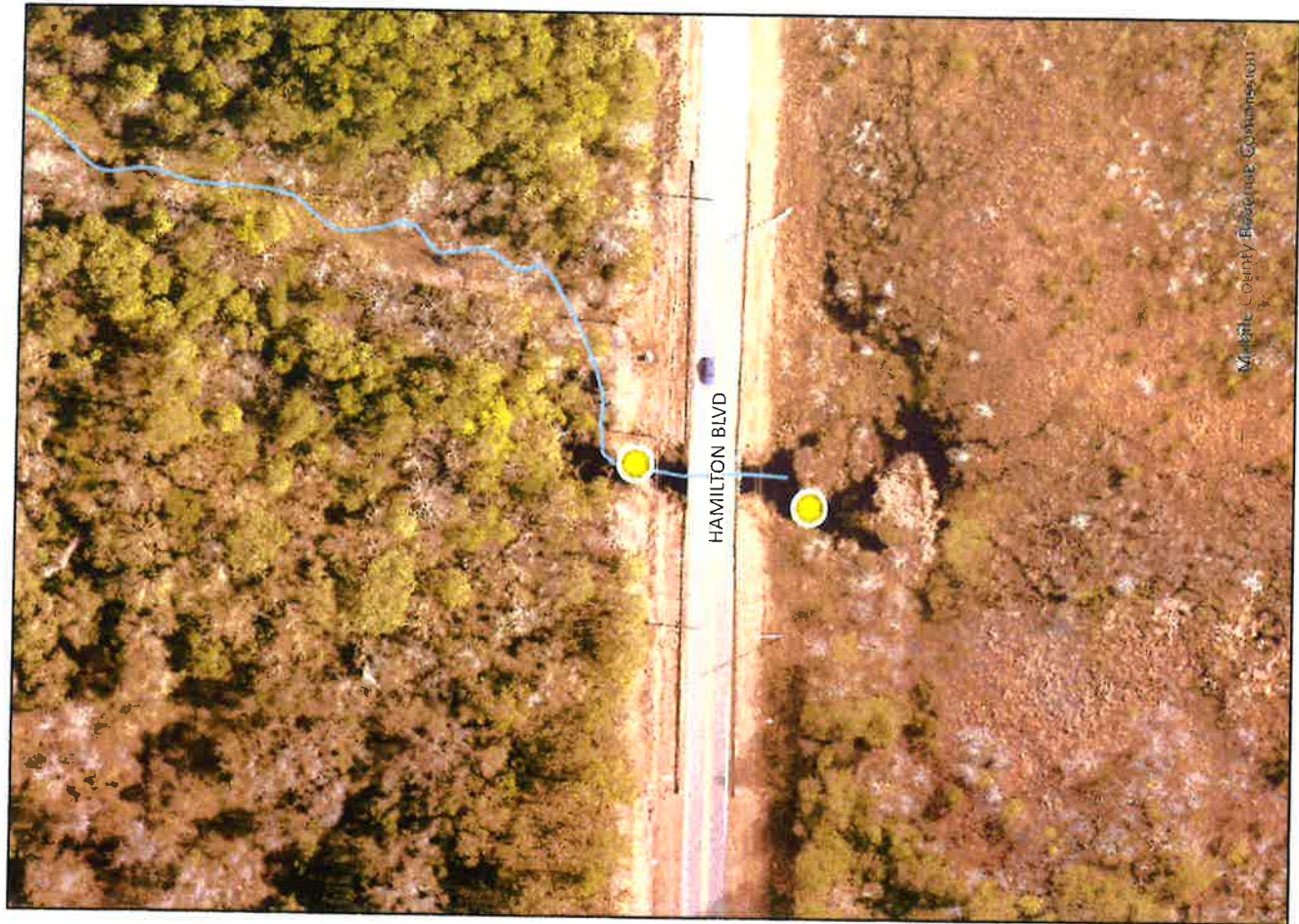
We will allow a discount _____% 20 days from date of receipt of goods
and correct invoice of completed order.

Specifications for Beaver Trapping, Removal and Disposal

- A. City of Mobile requires the services of a qualified, permitted nuisance wildlife control operator to control beaver populations impacting the City's stormwater system.
- B. **QUALIFICATIONS.** Minimum requirements for the selected vendor include:
1. Permitted by the Alabama Division of Wildlife & Freshwater Fisheries as a Nuisance Wildlife Control Operator either statewide or in Mobile County.
 2. Seven years of experience in wildlife control.
 3. Specific experience in nuisance beaver control.
 4. City of Mobile business license (to be provided at contract award).
 5. Liability, auto, and statutory workers compensation insurance, naming the City as an additional insured (to be provided at contract award)
- C. **GENERAL REQUIREMENT.** Vendor shall be responsible for the protection of the below listed stormwater drainage locations from beaver impacts that inhibit the effective flow of stormwater. Vendor shall do this through:
1. The placement of a minimum number of specified traps in specific locations.
 2. Regularly scheduled site inspections of specified locations
 3. Detection and assessment of beaver activity
 4. Development of beaver control plans
 5. Consultation with the City regarding beaver activity and recommended control measures,
 6. The diversion or removal of nuisance beavers.
 7. Regular reporting to the City on inspection and control activities.
- D. **EQUIPMENT.** Vendor is required to provide all traps, control, and documentation equipment. Vendor will determine the appropriate type of trap for each location, with City concurrence.
- E. **PERFORMANCE STANDARDS.** Vendor must follow state, federal, and industry guidelines for the safe, effective, and humane capture and removal of wildlife, and the use and carriage of any tools, traps, weapons, or chemicals. Vendor shall primarily operate on City property and right of way and easements, but may be required to enter private property to perform the work. Vendor is required to be aware of any need to enter private property and to obtain written permission to do so.
- F. **WEEKLY VISITS OF TRAP LOCATIONS.** Vendor shall plan to provide and maintain/install the following number of traps and inspect, and use other control equipment when necessary for the following locations described below and mapped in Exhibit A - **ONCE A WEEK** per week. **Trap laydown may be amended post-contract award upon City concurrence:**
1. Hamilton Blvd (3 traps)
 2. Rabbit Creek @ Rangeline Rd (2 traps)
 3. Hannon Rd#1 (3 traps)
 4. Hannon Rd#2 (2 traps)
 5. Robinson Bayou (2 traps)

6. Spring Valley Dr (2 traps)
7. Moore Creek (2 traps)
8. Shipyard Rd (3 traps)
9. Upper end of Langan Park (4 traps)
10. Three Mile Creek @ Tennis Ct (6 traps)
11. Magnolia Grove Pkwy (2 traps)
12. Autumndale Dr (2 traps)
13. Halls Mill Rd @ Catfish House
14. Charles Wood Japanese Garden (Forest Hill/Zeigler)
15. Bowers Lane and Muddy Creek (Old Military Rd)
16. Tricentennial Park
17. Demetropolis Rd
18. Montlimar Creek (Dog River)
19. Montlimar Creek (near Springhill College)
20. Montlimar Creek (Dog River/Hwy 90)
22. Southern Langan Park (near Tennis Court/Mobile Museum of Arts)
23. Cody Rd @ Pine Run Rd

- G. INVOICE AND REPORTING. Vendor will bid and invoice a monthly rate for the services provided above. Invoicing will be in arrears for the just-completed monthly service. With the invoice, Vendor also will submit a monthly report containing the following information.
1. Site name
 2. Date(s) visited
 3. Trap or other equipment at the site
 4. Observations, including at least one geo-tagged photograph documenting site conditions per month.
 5. Trapping, removal, or diversion activity conducted, including photos and description of any wildlife removed.
 6. Any incidents, accidents, injuries, or public engagement at the site.
 7. Recommendations regarding the site.
- H. During the term of the Contract, City may elect to marginally adjust the scope of work, in consultation with vendor, to include trap or inspection locations, visit frequency, or reporting, to improve the overall objective of stormwater system functionality and minimize negative wildlife impacts on stormwater system performance.



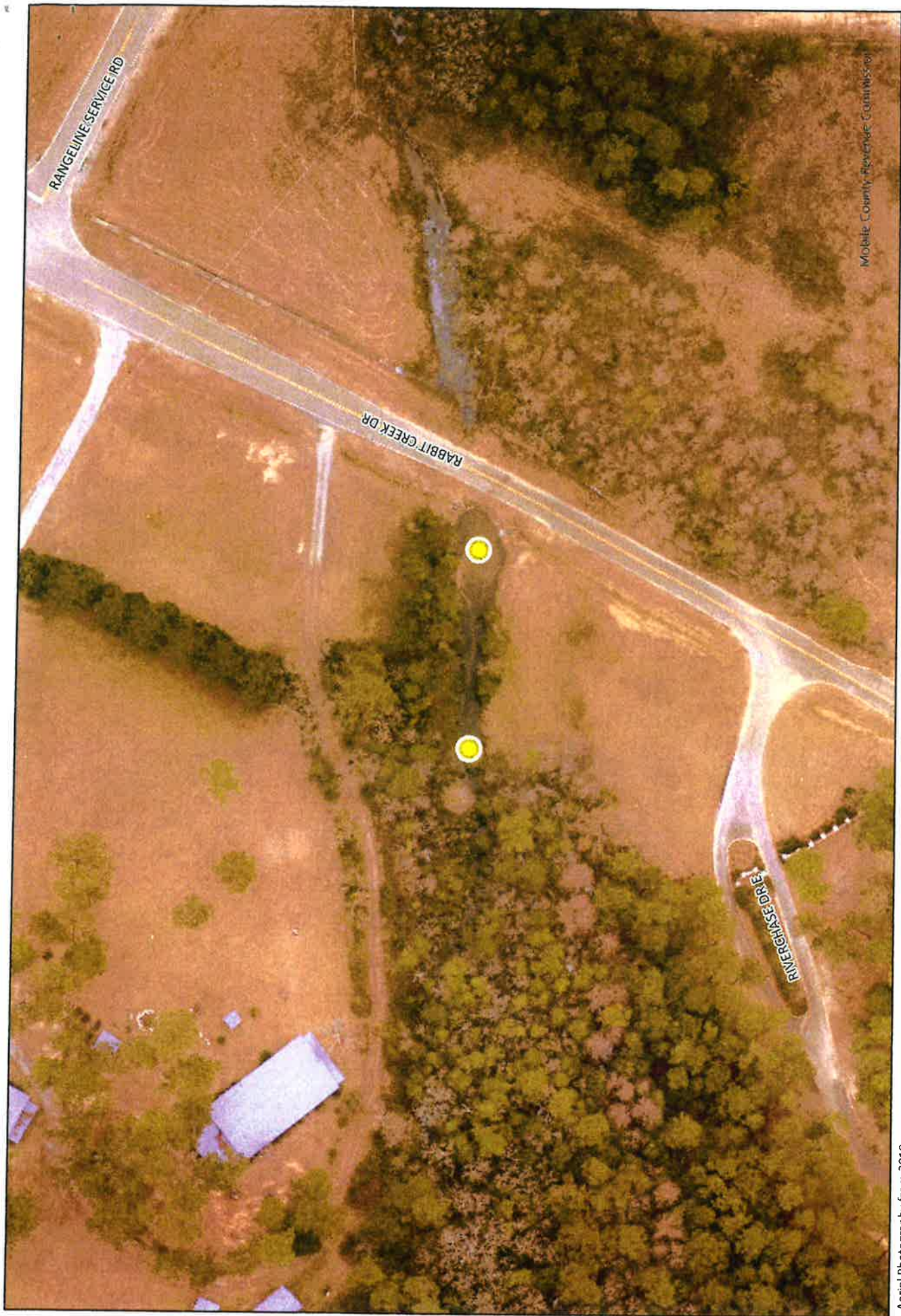
Aerial Photography from 2019

● Beaver Trap
— Streams



Beaver Traps at Hamilton Blvd
Mobile, AL

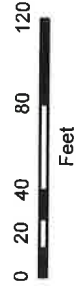
0 25 50 100 150
Feet



Aerial Photography from 2019



Beaver Trap



Beaver Traps at Rabbit Creek Drive
Mobile, AL

Mobile County Revenue Committee

Hannon Rd #1



Aerial Photography from 2019

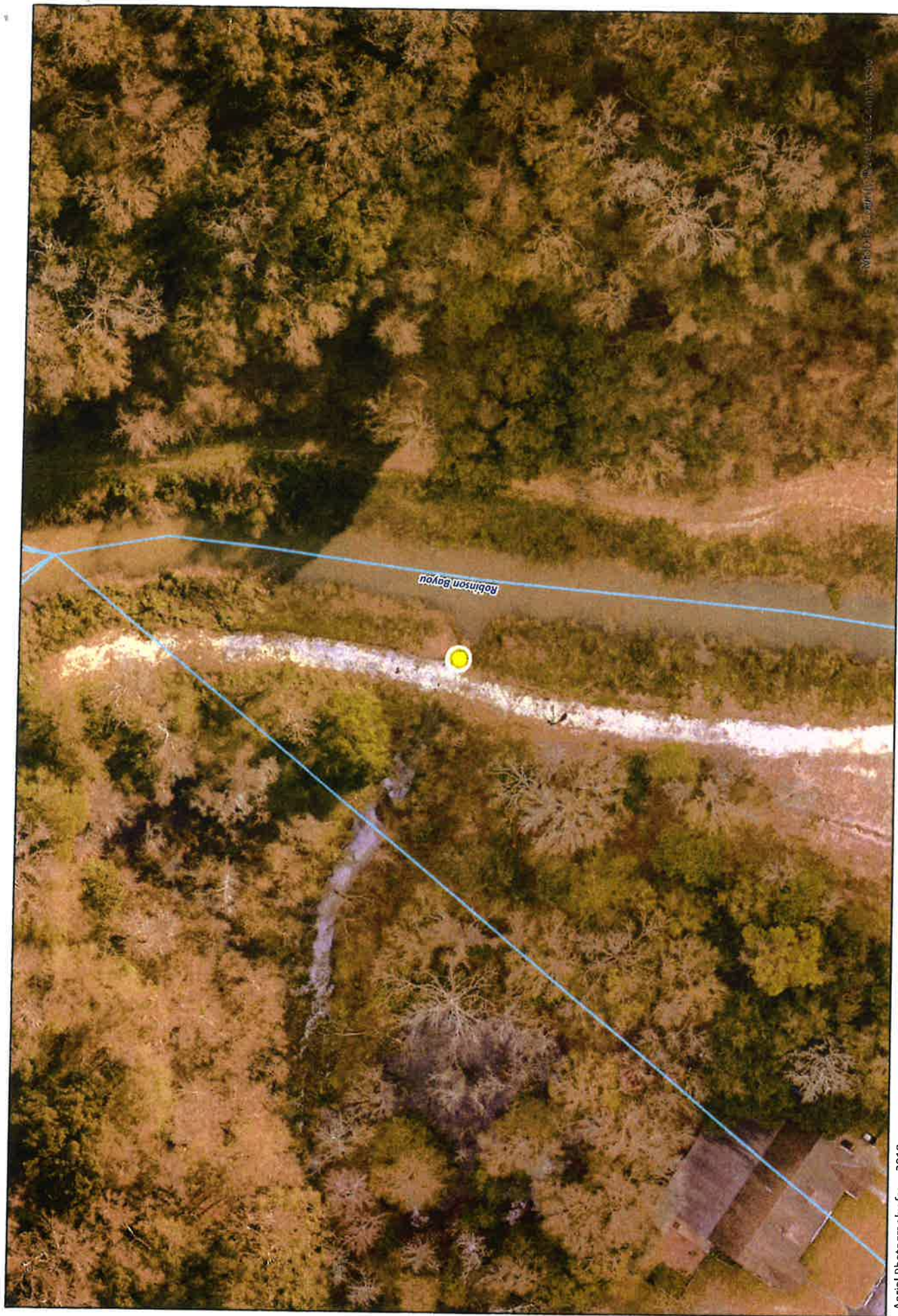
Beaver Trap
Streams

Beaver Traps at Hannon Road
Mobile, AL

Hannon Rd #2



0 25 50 100 150
Feet

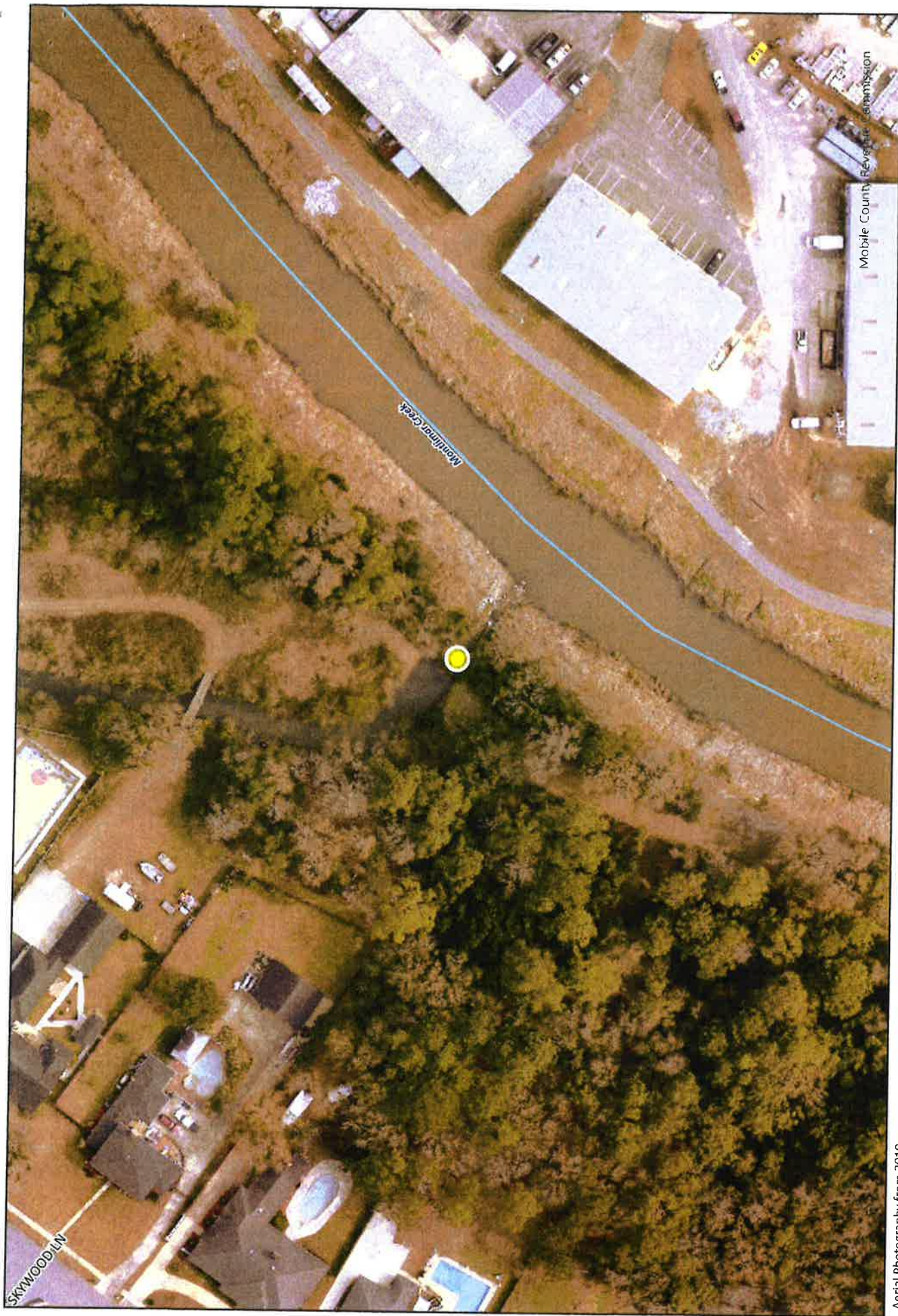


Beaver Traps at Robinson Bayou Mobile, AL

Beaver Trap
Streams

0 15 30 60 90
Feet

Aerial Photography from 2019

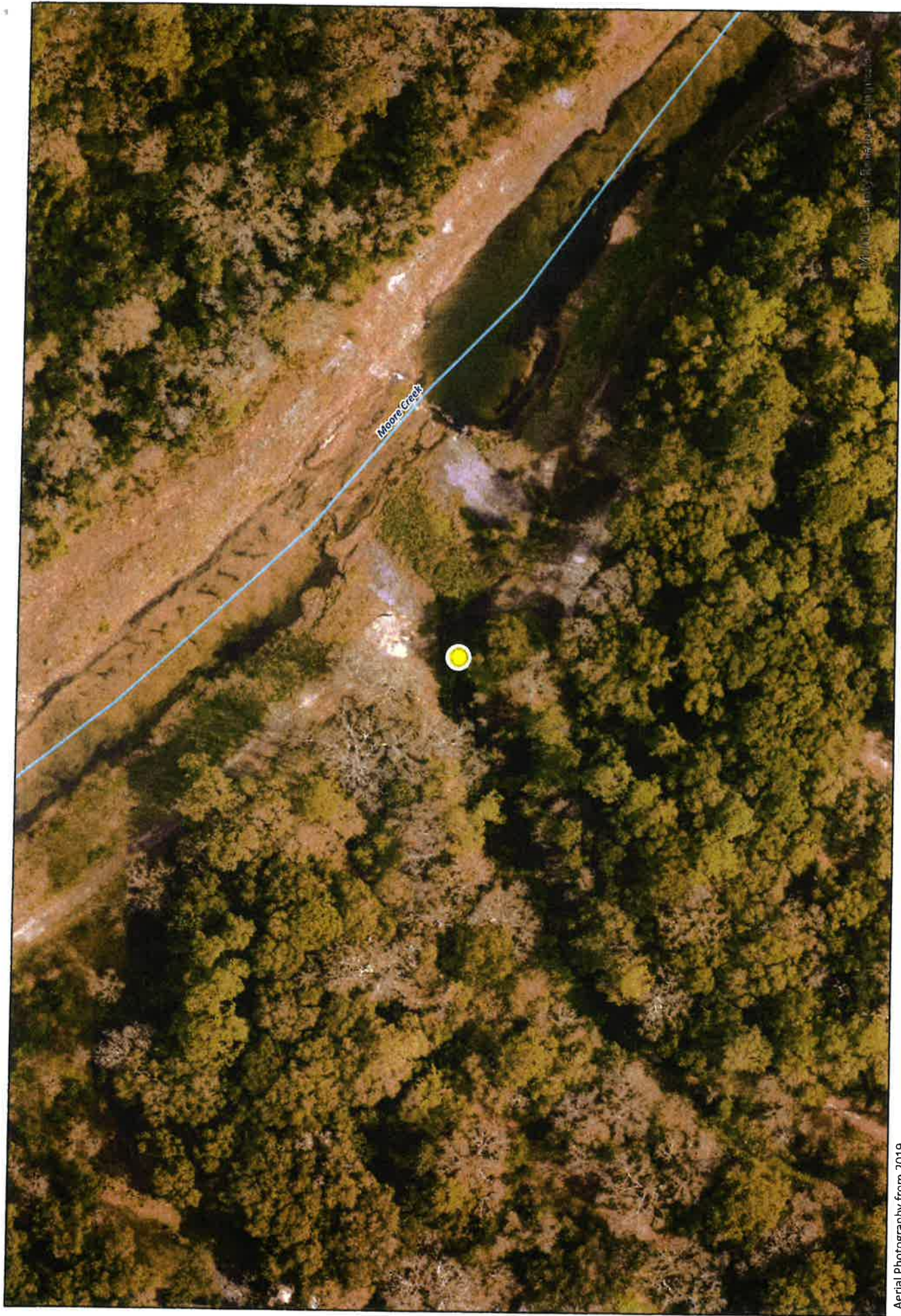


Aerial Photography from 2019

 Beaver Trap
 Streams

Beaver Traps at Spring Valley Drive
Mobile, AL

0 20 40 80 120
 Feet

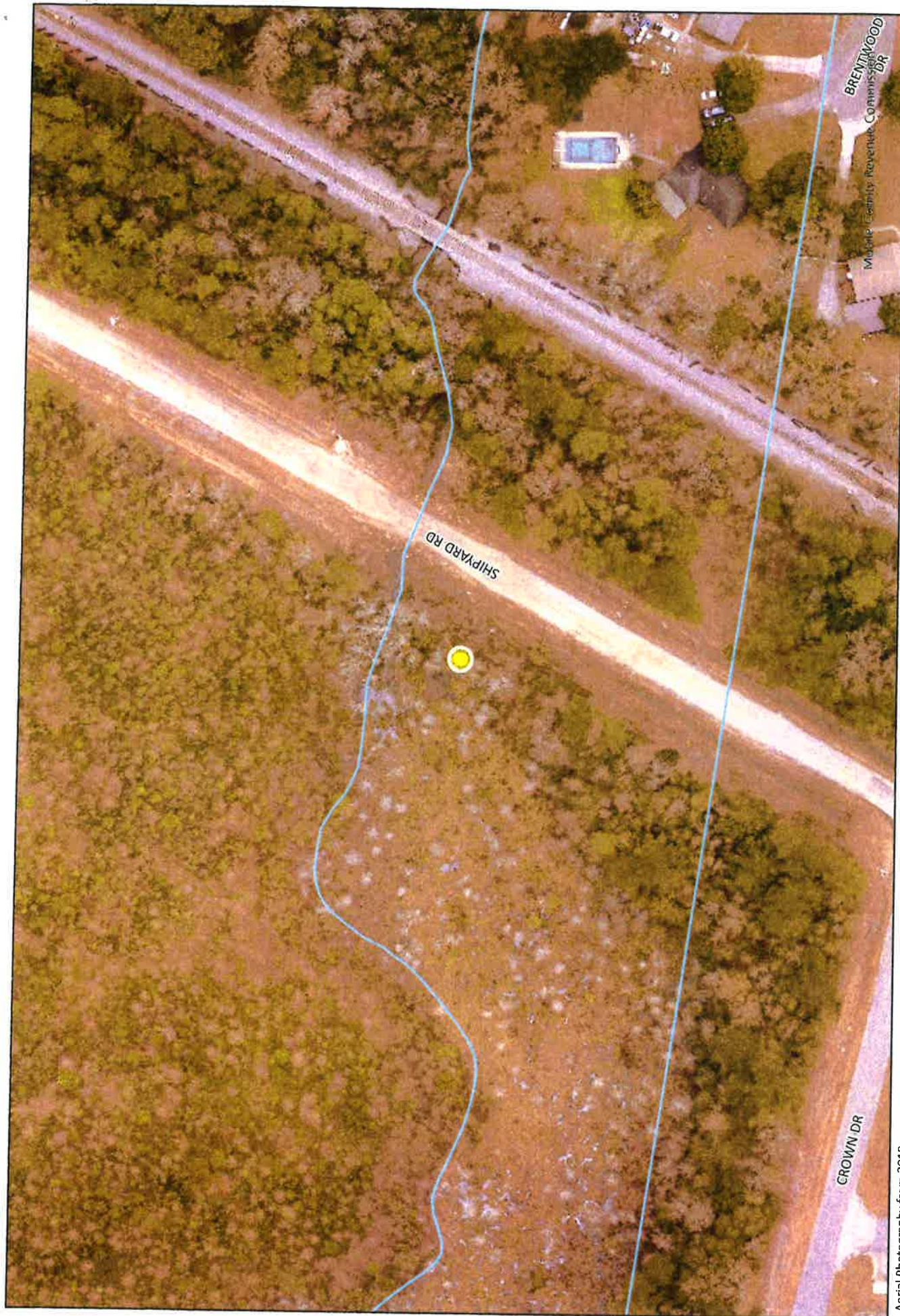


Aerial Photography from 2019

 Beaver Trap
 Streams

Beaver Traps at Moore Creek
Mobile, AL

0 20 40 80 120
Feet



Aerial Photography from 2019

Beaver Trap
Streams

Beaver Traps at Shipyard Road
Mobile, AL

0 20 40 80 120
Feet

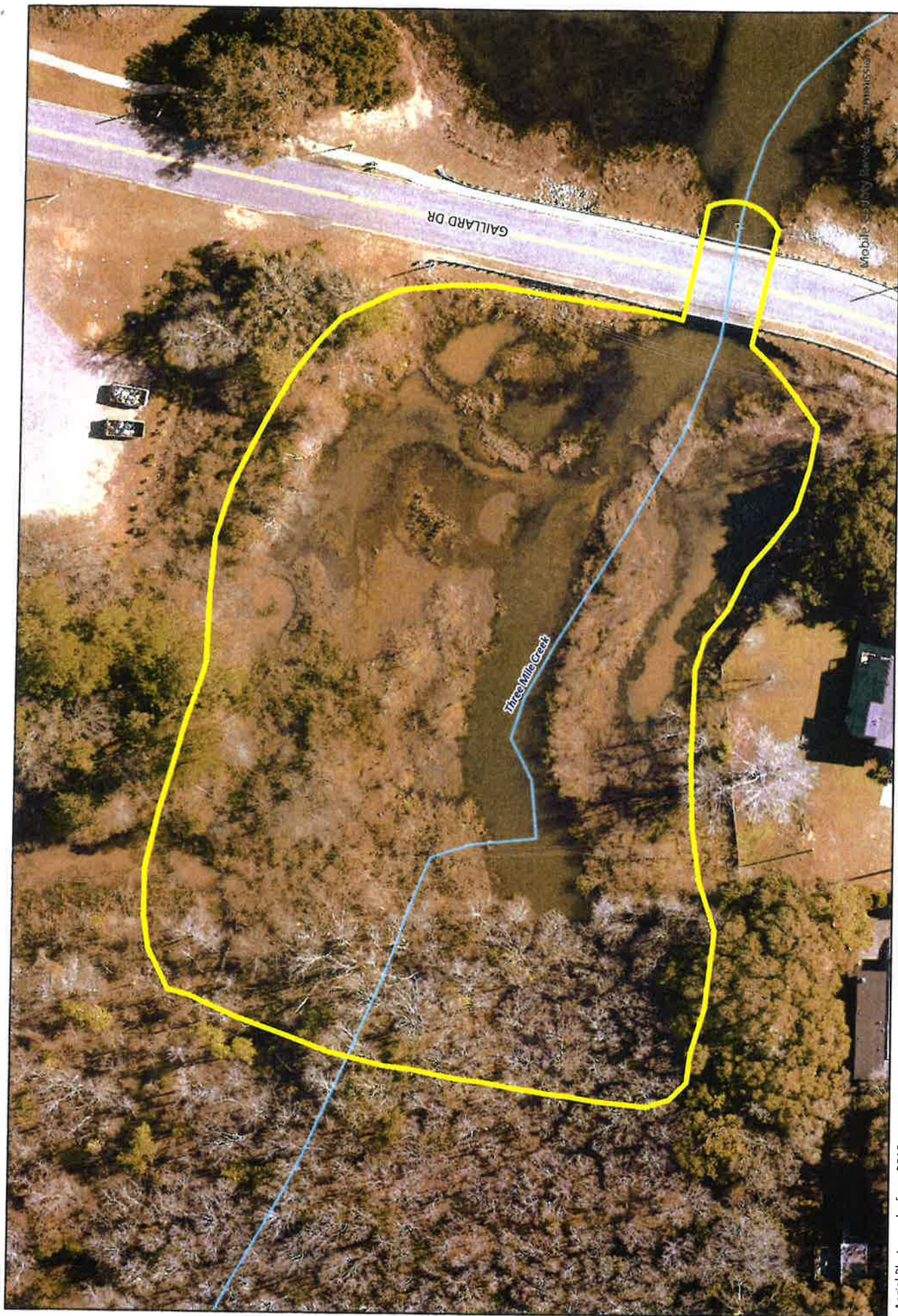


Aerial Photography from 2019

Streams

Beaver Trap Area

Beaver Traps at Langan Park
Mobile, AL



Aerial Photography from 2019

Streams

Beaver Trap Area

Beaver Traps at the Langan Tennis Area
Mobile, AL

0 15 30 60 90
Feet



Aerial Photography from 2019



Beaver Trap



Beaver Traps at Magnolia Grove Parkway Mobile, AL

0 20 40 80 120



Feet

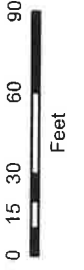


Aerial Photography from 2019

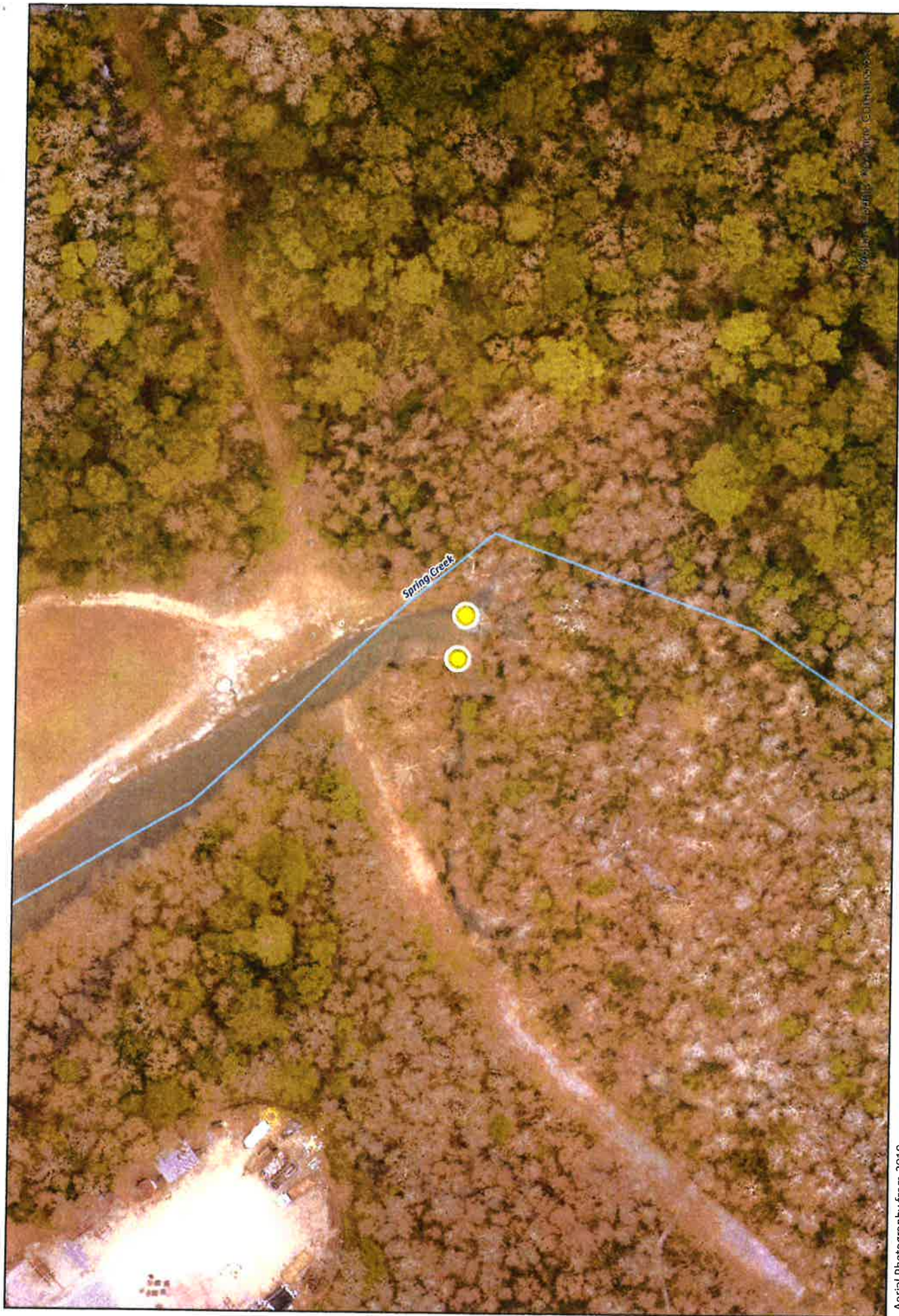


Beaver Trap
Streams

Beaver Traps at Autumndale Drive Mobile, AL



Mobile County, Alabama, USA



Aerial Photography from 2019

Beaver Trap
Streams

Beaver Traps at Halls Mill Creek
Mobile, AL

0 20 40 80 120
Feet



Aerial Photography from 2019

Streams

Beaver Trap Area

Beaver Traps at Charles Wood Japanese Garden Mobile, AL

0 30 60 120 180
Feet



Aerial Photography from 2019

Streams



Beaver Trap Area



Beaver Traps at Bowers Lane and Muddy Creek Mobile, AL





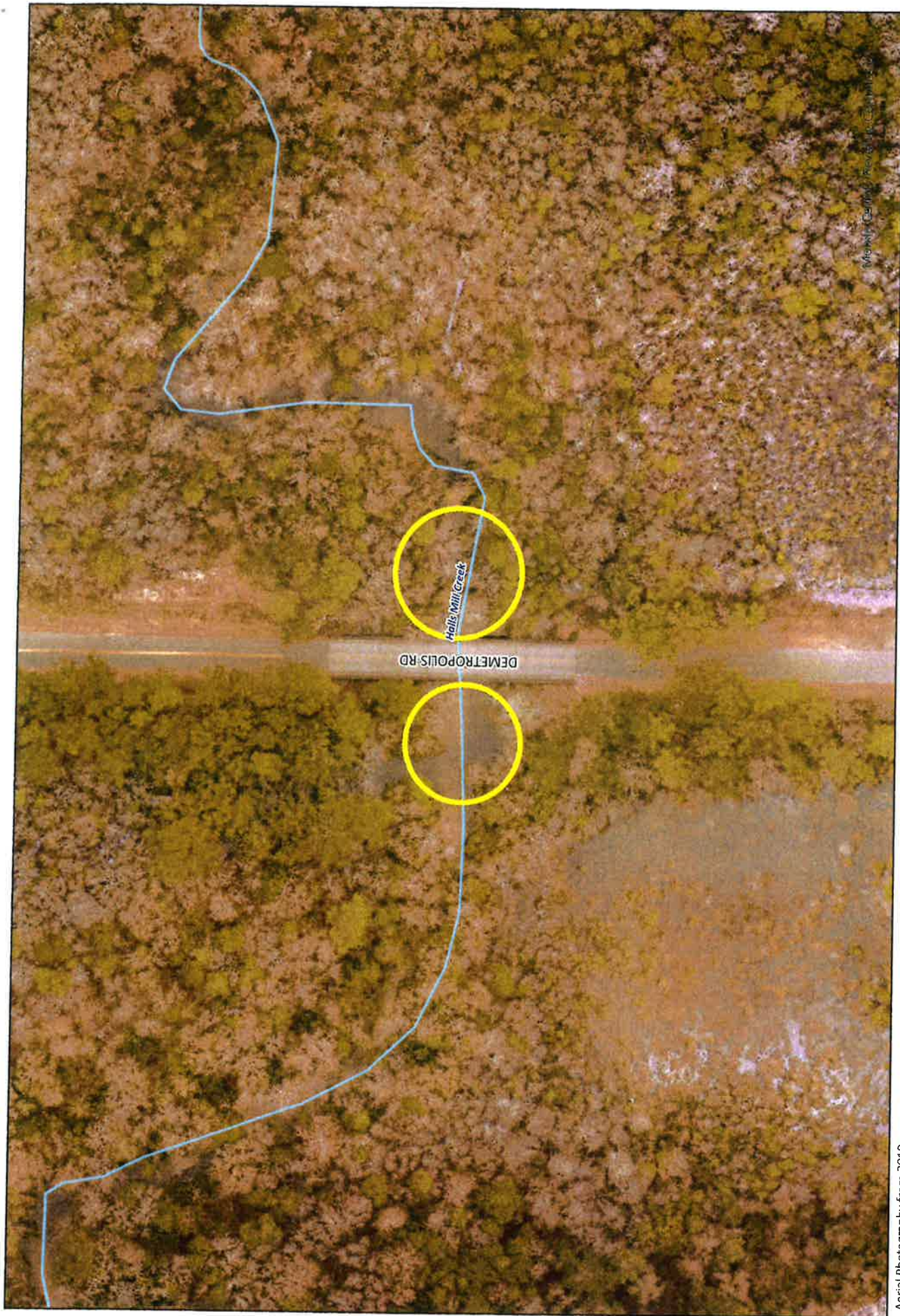
Aerial Photography from 2019

Streams
Beaver Trap Area



0 20 40 80 120
Feet

Beaver Traps at Tricentennial Park Mobile, AL



Aerial Photography from 2019

Streams

Beaver Trap Area

0 20 40 80 120
Feet

Beaver Traps at Demetropolis Road
Mobile, AL

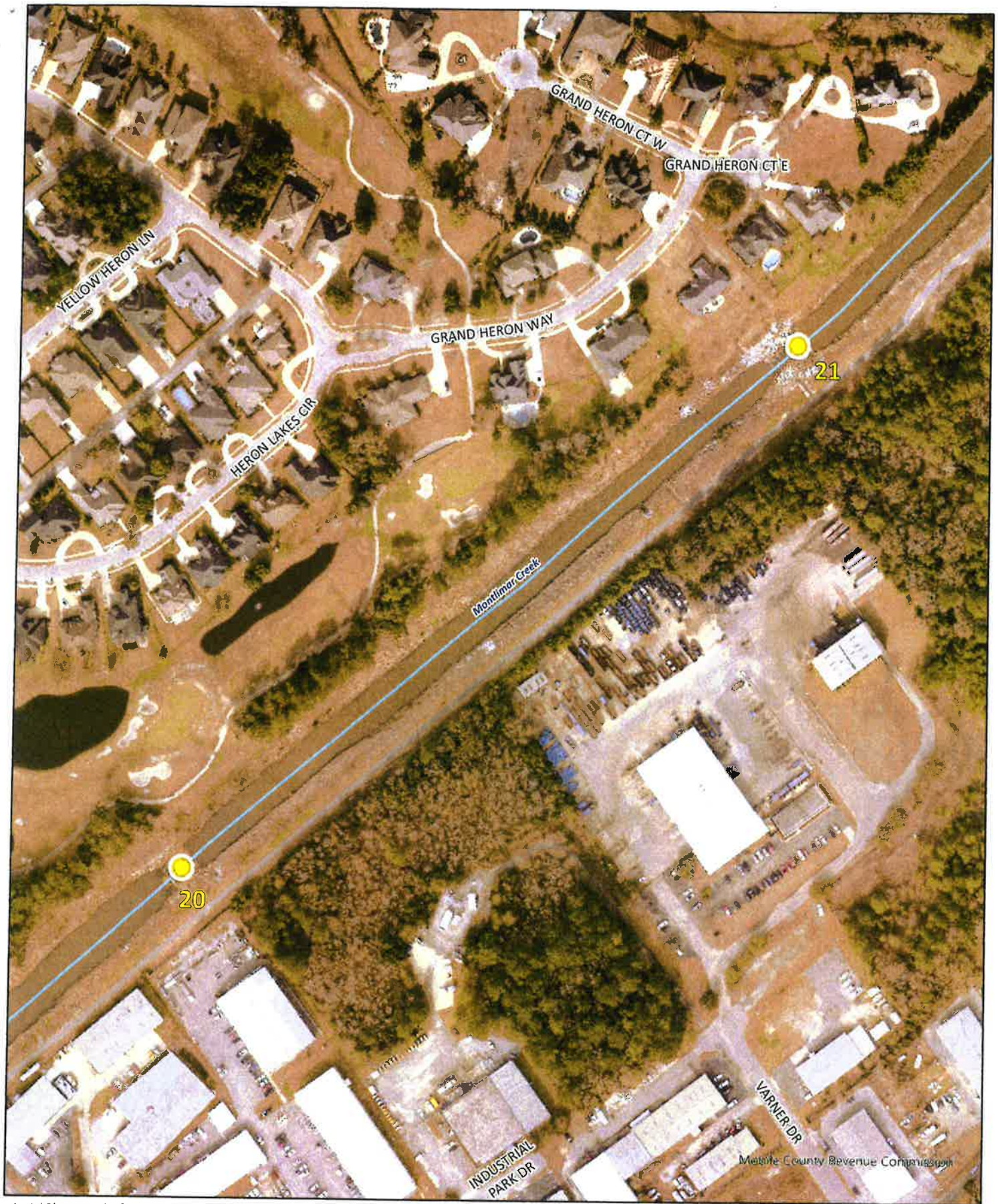


Aerial Photography from 2019

Beaver Trap
Streams

0 25 50 100 150
Feet

Beaver Traps along Montlimar Creek
Mobile, AL



Aerial Photography from 2019

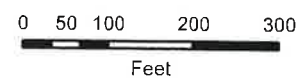
Beaver Traps along Montlimar Creek Mobile, AL



Beaver Trap



Streams





Aerial Photography from 2019

Streams
BeaverPoly

Beaver Traps Southern Langan Park Mobile, AL



Aerial Photography from 2019

Streams
BeaverPoly

0 25 50 100 150
Feet

Beaver Traps Cody and Pine Run Rd
Mobile, AL

STATE OF ALABAMA
COUNTY OF MOBILE

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract: (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and _____, (sometimes hereinafter "Contractor") as follows:

WHEREAS, Contractor is engaged in the business of animal trapping, removal and disposal;

and,

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

NOW, THEREFORE,

WITNESSETH:

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

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all monies received from the City, and that all monies received under the Agreement shall be used only for the following purposes:

Patrol the City limits in consultation with and at the direction of the City's representatives, to eliminate nuisance beavers, including all trapping monitoring as needed.

II. COMPENSATION

City hereby agrees to pay the Contractor the sum of _____ (\$) per month payable for the term of this Agreement to (date). Said funds will be disbursed in monthly payments, which shall be issued following receipt of written invoices delivered by the Contractor to the City's Accounting Department.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue thereafter for one (1) calendar year, period during which performance of service, terms, conditions & pricing shall not change. The City reserves the right to extend some, all, or none of the beaver/dam removal, disposal and animal trapping for a second or third year.

IV. GENERAL PROVISIONS

A. Contractor shall submit an invoice to the City's representative each month with a report of its activities, including monitoring and trapping for the month. The number of traps may be increased based on the number of beavers found on the site map locations.

B. Contractor agrees to permit at all reasonable times and places an audit of its books and records by the City's duly authorized representatives.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or constructed to

be a partner, joint venture, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

D. 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. 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.

E. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion.

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

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

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to

pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provide without litigation.

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

J. The City's representative for purposes of this Agreement will be an assigned city employee. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Copy to: City Attorney

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

And to Contractor at:

Name

Address

City, State, Zip

K. 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.

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

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

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

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

P. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance – public liability including premises, products and complete operations.

**1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence**

2) Property damage liability - \$100,000 each occurrence

OR: In lieu of 1) and 2) above:

3) Bodily injury and property damage combined - \$500,000 per occurrence;

b. Comprehensive – Automobile Liability Insurance Insurance including owned, non-owned, and hired vehicles.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

Q. 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.

Verification of Provider's enrollment in the E-Verify program is attached to this agreement as Exhibit 2.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

ATTEST:

City Clerk

Contractor's name

BY: _____

Its _____

DO NOT SIGN

REQ



ADDENDUM

October 28, 2021

RE: City of Mobile Bid #5622: Nuisance Beaver Control Service

Please consider the following to be ADDENDUM to City of Mobile for Bid #5622 for Nuisance Beaver Control Service

Change Bid Opening Date and Time:

From:

11:00 AM, Thursday, October 28, 2021

To:

12:01 PM, Tuesday, November 16, 2021

An Addendum with change to specifications will follow shortly.

If you have any questions, please feel free to send them to purchasing@cityofmobile.org.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile
JP/tajb



ADDENDUM #2

November 4, 2021

RE: City of Mobile Bid #5622: Nuisance Beaver Control Service

Please consider the following to be ADDENDUM to City of Mobile for Bid #5622 for Nuisance Beaver Control Service

Change Bid Opening Date and Time:

From:

12:01 PM, Tuesday, November 16, 2021

To:

12:01 PM, Friday, November 19, 2021

DELETE SHEETS TITLED:

Specifications for Beaver Trapping, Removal, and Disposal

REPLACE WITH THE ATTACHED:

Specifications for Beaver Trapping, Removal, and Disposal **11/3/2021**

ADD:

Add Additional page To Bid for Trap pricing to be included and returned with your bid response.

If you have any questions, please feel free to send them to purchasing@cityofmobile.org.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile
JP/tajb

Specifications for Beaver Trapping, Removal and Disposal 11-3-2021

- A. City of Mobile requires the services of a qualified, permitted nuisance wildlife control operator to control beaver populations impacting the City's stormwater system.
- B. QUALIFICATIONS. Minimum requirements for the selected vendor include:
 - 1. Permitted by the Alabama Division of Wildlife & Freshwater Fisheries as a Nuisance Wildlife Control Operator either statewide or in Mobile County.
 - 2. Ten years of experience in wildlife control.
 - 3. Specific experience in municipal beaver control.
 - 4. City of Mobile business license (to be provided at contract award).
 - 5. Liability, auto, and statutory workers compensation insurance, naming the City as an additional insured (to be provided at contract award)
- C. GENERAL REQUIREMENT. Vendor shall be responsible for the protection of the below listed stormwater drainage locations from beaver impacts that inhibit the effective flow of stormwater. Vendor shall do this through:
 - 1. The placement of a minimum number of specified traps in specific locations.
 - 2. Regularly scheduled site inspections of specified locations
 - 3. Detection and assessment of beaver activity
 - 4. Development of beaver control plans
 - 5. Consultation with the City regarding beaver activity and recommended control measures,
 - 6. The diversion or removal of nuisance beavers.
 - 7. Regular reporting to the City on inspection and control activities.
- D. EQUIPMENT. Vendor is required to provide all traps, control, and documentation equipment. Vendor will determine the appropriate type of trap for each location, with City concurrence.
- E. PERFORMANCE STANDARDS. Vendor must follow state, federal, and industry guidelines for the safe, effective, and humane capture and removal of wildlife, and the use and carriage of any tools, traps, weapons, or chemicals. Vendor shall primarily operate on City property and right of way and easements, but may be required to enter private property to perform the work. Vendor is required to be aware of any need to enter private property and to obtain written permission to do so.
- F. TRAP LOCATIONS. Vendor shall plan to provide and maintain/install the following number of traps and inspect, and use other control equipment when necessary for the following locations described below. **Per State of Alabama Department of Conservation and Natural Resources Division of Wildlife and Freshwater Fisheries, all traps set in or beneath water must be checked at least once every 72 hours. All traps other than water sets must be checked at least once every 24 hours [9-11-265]. See Trapping in Alabama attachment.**
- G. The locations with number of traps to be placed, are to have those traps placed 24/7/365 and shall be placed and checked as per State of Alabama regulations.

Locations with no trap quantities are to be monitored and to have traps placed as needed due to nuisance activity occurrence,

1. Hamilton Blvd (3 traps)
2. Rabbit Creek @ Rangeline Rd (2 traps)
3. Hannon Rd#1 (3 traps)
4. Hannon Rd#2 (2 traps)
5. Robinson Bayou (2 traps)
6. Spring Valley Dr (2 traps)
7. Moore Creek (2 traps)
8. Shipyard Rd (3 traps)
9. Upper end of Langan Park (4 traps)
10. Three Mile Creek @ Tennis Ct (6 traps)
11. Magnolia Grove Pkwy (2 traps)
12. Autumndale Dr (2 traps)
13. Halls Mill Rd @ Catfish House
14. Charles Wood Japanese Garden (Forest Hill/Zeigler)
15. Bowers Lane and Muddy Creek (Old Military Rd)
16. Tricentennial Park
17. Demetropolis Rd
18. Montlimar Creek (Dog River)
19. Montlimar Creek (near Springhill College)
20. Montlimar Creek (Dog River/Hwy 90)
22. Southern Langan Park (near Tennis Court/Mobile Museum of Arts)
23. Cody Rd @ Pine Run Rd

H. **INVOICE AND REPORTING.** Vendor will bid and invoice a monthly rate for the services provided above. Invoicing will be in arrears for the just-completed monthly service. With the invoice, Vendor also will submit a monthly report containing the following information.

1. Site name
2. Date(s) visited
3. Trap or other equipment at the site
4. Observations, including at least one geo-tagged photograph documenting site conditions per month.
5. Trapping, removal, or diversion activity conducted, including photos and description of any wildlife removed.
6. Any incidents, accidents, injuries, or public engagement at the site.
7. Recommendations regarding the site.
8. Contractor will provide signs stating, "Beware of Animal Traps" and display at all sites listed near traps.

I. **AMENDMENTS TO SCOPE.** City may elect to marginally adjust the scope of work, in consultation with vendor, to include trap or inspection locations, visit frequency, or reporting, to improve the

overall objective of stormwater system functionality and minimize negative wildlife impacts on storm water system performance.

J. Successful bidder shall follow all applicable State and Federal regulation and rules pertaining to the monitoring, trapping and disposal of the nuisance beavers in the City of Mobile's drainage canals and ditches.

K. Attached are copies to the applicable State of Alabama rules and guides.

L. BID AMOUNT:

MONTHLY PRICE FOR SERVICES PROVIDED: \$ _____

Trap Pricing for Addition or Deletion of Number of Monthly Traps Deployed.

Additional Traps Not to be deployed without the prior written Approval of the City of Mobile.

Price to Add Additional Trap Monthly

\$_____/month

Price for Deletion of a Trap Removed from Service

\$_____/month

TRAPPING IN ALABAMA

What You Should Know



TRAPPING IN ALABAMA

The fur industry in North America was primarily responsible for the exploration and settlement of this country. In 1670, (the nation's largest fur company), the Hudson Bay Company, was established on the East Coast. Soon after, other trading companies were also involved in the fur business. Many large cities can trace their origin to fur trading outposts. These outposts were all established adjacent to major river systems. These natural trading routes reached as far south as the Tennessee Valley and down the Alabama River system.

Regulated trapping is an important part of modern wildlife management programs. Regulated trapping is the most efficient and practical means available to manage furbearer populations and their associated habitats.

Furbearers are a valuable and renewable natural resource that are managed and regulated by the Alabama Department of Conservation and Natural Resources. Regulated trapping has been used successfully in the past to minimize localized disease problems, reduce damage problems, support wildlife research projects, and promote restoration of certain endangered species.

OPEN TRAPPING SEASONS ON FUR-BEARERS 220-2-.29

The open seasons during which fur-bearing animals may be trapped in Alabama are fixed by the Commissioner of Conservation and Natural Resources by virtue of the authority contained in the Code of Alabama 1975, Section 9-2-7 and 9-2-8, are as follows:

BOBCAT, SPOTTED SKUNK (CIVET CAT), COYOTE, FOX, MINK, MUSKRAT, NUTRIA, OPOSSUM, OTTER, RACCOON AND SKUNK:

Mid-November through February (see current Hunting and Fishing Digest for season dates).

BEAVER: No Closed Season

COYOTE: No Closed Trapping Season on Private Lands with Landowner Permission

NOTE: See tagging requirements for Bobcat and Otter under Alabama Regulation 220-2-30.

MOST FREQUENTLY ASKED QUESTIONS

NOTE: Title 9 Code of Alabama and Regulations are cited at the end of each response for future reference.

- **Is a license required to trap furbearers in Alabama?** Yes. A fur catcher's license is required by state law if an individual is commercially trapping furbearing animals [9-11-59].

FUR CATCHERS LICENSE:

Resident	\$8.40*
Nonresident	\$500.90*

*Includes Issuance Fees

- **Can you trap the banks of public waters?** Yes. With written permission of the adjacent landowner [9-11-243].

STATE OF ALABAMA
Department of Conservation
and Natural Resources
**DIVISION OF WILDLIFE AND
FRESHWATER FISHERIES**
64 North Union Street
Montgomery, Alabama 36130-1456
www.outdooralabama.com



Coyote tracks

- **What traps are legal to use for land sets?** Leg-hold traps having a jaw width of 6 inches or less. Leg-hold traps shall not have teeth or serrated edges along the inside jaws. Conibear traps or killer type traps shall not exceed more than 5 inches in spread for utilization on land sets. The use of snares (except powered foot snares with a maximum loop of 5½ inches) is prohibited [220-2.30].
- **Are traps required to be marked with some form of identification?** Yes. Each trap must be identified with a plastic or metal tag bearing the license number, name and address of the owner. Traps that are used for beaver only must have the name and address of the owner [9-11-59B].
- **How often must traps be checked?** All traps set in or beneath water must be checked at least once every 72 hours. All traps other than water sets must be checked at least once every 24 hours [9-11-266].
- **Is it legal to hang or suspend bait for use in trapping?** No. It is illegal for anyone to hang or suspend bait over or within 25 feet of a steel trap [9-11-266].
- **Is it legal to trap off the right-of-way on any public roadway?** No. It is illegal to trap off the right of way unless the trapper has permission of the adjoining landowner [9-11-265].
- **Is written permission required in order to trap the lands of another?** Yes. Written permission is required [9-11-241 & 242].
- **Are there a maximum number of traps that may be set by one trapper in a 24-hour period?** Yes. Trappers are limited to setting no more than 150 traps in one day [9-11-241].
- **Do you have to report all caught furbearers to the Dept. of Conservation?** Yes. A mandatory fur harvest report must be submitted. Number of animals harvested, county of harvest and list of who fur or pelts were sold to must be submitted no later than 45 days after the close of trapping season [9-11-267].
- **Is a trapper legally responsible for any injured domestic animals?** Yes. Trappers are liable for civil damages if they cause injury or damage to any person or domestic stock as a result of using a trap or similar device [9-11-264].
- **What is required in order to transport furs or pelts of legally caught furbearers?** A fur catcher license is required to transport raw furs, skins or pelts [9-11-61].
- **Are bobcat and otter required to be tagged prior to going to market?** Yes. Bobcat and otter pelts must be tagged by a representative of the Division of Wildlife and Freshwater Fisheries within 14 days of harvest and prior to pelt or fur being sold or disposed of, or left with a completed report form at a dealer or taxidermist who must have tagging completed within 14 days [220-2.30(2)].
- **Can you place a trap on an elevated stake or post in Alabama?** No. It is illegal to set a trap on top of a post or stake elevated above ground level [220-2.30(3)].
- **Is it legal to predator hunt at night?** No. It is illegal to use or possess any device as a predatory call at night, while in possession of a firearm [220-2.30(4)].
- **Is there an age requirement to purchase a trapping (fur catcher) license?** No. All persons trapping fur-bearers for commercial use are required to purchase a fur catchers license [9-11-59].

- **Is a trapper required to carry a choke stick while trapping in Alabama?** Yes. Any person trapping furbearing animals in Alabama is required to carry a choke stick [220-2.30(1)].
- **Is it legal to use body grip traps on land?** Any body-gripping trap or Conibear trap that has a maximum jaw spread of 5 inches or less are legal to use on land [220-2.30].
- **Are deadfall traps legal to use in Alabama?** No. The use of pitfall and dead-fall traps are illegal [9-11-245].

- **Is a fur catcher's license required of an individual who is nuisance beaver trapping?** No. Nuisance beaver trapping does not require the purchase of a fur catchers license, if the raw furs or pelts are not intended for commercial use [9-11-59].

- **Is it legal to possess and sell live furbearers in this State?** No. The sale of live furbearing animals is prohibited [220-2.26(8)].



Raccoon tracks



OPERATION GAME WATCH
1-800-272-GAME to report violators
www.outdooralabama.com

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, gender, national origin, or disability in its hiring or employment practices nor in admission to, or operations of its programs, services, or activities.

District V

Baldwin, Butler, Choctaw, Clarke, Conecuh, Escambia, Marengo, Mobile, Monroe, Washington, and Wilcox Counties.

Chris Nix, Supervising Wildlife Biologist

Alabama Division of Wildlife and Freshwater Fisheries

30571 Five Rivers Blvd., Spanish Fort, AL 36527

Telephone: 251-626-5474

FAX: 251-621-1489

Fur Catcher

Code of Alabama

www.legislature.state.al.us

Section 9-11-59 LICENSE TO CAPTURE OR KILL FUR-BEARING ANIMALS FOR COMMERCIAL PURPOSES; TRAPS

- (a) It shall be unlawful for any person to take, capture, kill, or to attempt to take, capture, or kill for commercial purposes by any means or device any of the fur-bearing animals protected by the laws or regulations of this state without procuring a license therefor, to be issued in the same manner as is provided for hunting and fishing licenses. Any person who has been a bona fide resident of this state for 90 days next preceding may procure a resident trapping license by paying the sum of twenty dollars (\$20). Any person who has not been a bona fide resident of this state for 90 days next preceding may procure a nonresident trapping license by paying the amount charged a resident of Alabama for a similar license in the nonresident state, except that the license fee for a nonresident in no event shall be less than 10 times the license fee charged by the department for a trapping license for an Alabama resident. A trapping license shall be valid only during the season when fur-bearing animals may be legally taken. The license fees provided in this section and the issuance fees for the issuance of licenses shall be subject to adjustment as provided in Section 9-11-68.
- (b) It shall be unlawful for any person to trap in the state of Alabama without identifying each trap with a metal tag bearing the name and address of the owner. Should any law enforcement officer of this state or employee of the Department of Conservation and Natural Resources of the State of Alabama discover any trapping device being used in violation of the terms of this section, the officer shall confiscate the device and it shall become the property of the Department of Conservation and Natural Resources and shall be disposed of as ordered by the Commissioner of Conservation and Natural Resources.
- (c) A violation of this section or failure to fully comply therewith shall constitute a misdemeanor and, upon conviction, the person violating same or failing to comply therewith shall be punished by a fine of not less than two hundred fifty dollars (\$250) nor more than two thousand dollars (\$2,000) for each offense.

Section 9-11-60 DISPOSITION OF FUNDS FROM SALE OF FUR CATCHERS' LICENSES; REPORT OF LICENSES ISSUED

Judges of probate and other persons authorized and designated to issue licenses provided in Section 9-11-59 shall retain out of the license fee the sum of \$.25, which shall cover the services required for issuing and reporting the sale of said licenses, and shall remit the balance to the Commissioner of Conservation and Natural Resources the first of each month, which balance shall be deposited with the State Treasurer to the credit of the Game and Fish Fund; provided, that if any such license is issued by any probate judge, license commissioner or other officer who is paid a salary for the performance of his duties as such officer, he shall be required to remit the entire amount collected to the Commissioner of Conservation and Natural Resources except the \$.25 charged by the issuing officer for the issuance of such licenses, and this amount shall be remitted to the treasurer of the county in which said license was paid for credit to the appropriate fund. Each person authorized to issue fur catchers' licenses shall make a full and complete report on the first day of each month to the Commissioner of Conservation and Natural Resources of the number of licenses issued and the name and post office address of the person or persons to whom issued, giving opposite each name the serial number of the license issued and the amount of money remitted therefor.

Section 9-11-61 TRANSPORTING, ETC., FURS, SKINS OR PELTS WITHOUT HAVING FUR CATCHER'S LICENSE

Any person, firm, or corporation who sells, ships by mail, express, or otherwise transports within or without this state raw furs, skins, or pelts of fur-bearing animals, the taking, capturing, killing, or catching of which has been done without first procuring a fur catcher's license, shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than two hundred fifty dollars (\$250) nor more than five hundred dollars (\$500) for each offense; provided, however, that nothing in this section shall apply to commercial shippers and common carriers which merely ship or otherwise transport raw furs, skins, or pelts by request of or contract with the possessor or owner thereof.

Section 9-11-241 HUNTING, TRAPPING, ETC., OF WILD GAME DURING DAY ON LANDS OF ANOTHER WITHOUT PERMISSION

Any person who hunts, traps, captures, injures, kills, or destroys, or attempts to hunt, trap, capture, injure, kill, or destroy any wild game on the lands of another between the hours of daylight and sunset without the written permission of or accompanied by the landowner or person in possession or control of the lands shall be guilty of a misdemeanor and, upon conviction, shall be punished for the first offense by a fine of not less than one thousand dollars (\$1,000), and at the discretion of the court may have all hunting license privileges revoked for up to one year from the date of conviction. Any person shall be punished for the second and each subsequent offense by a fine of not less than two thousand dollars (\$2,000) and the revocation of all hunting license privileges for one year from the date of conviction, and shall be imprisoned in the county jail for a period not less than 10 nor more than 30 days. This section shall not apply to the members of the family, guests, servants, or agents of the landowner.

Section 9-11-243 HUNTING, TRAPPING, ETC., OF FUR-BEARING ANIMALS WITHIN 10 FEET OF BANKS OF WATERS ON PROPERTY OF ANOTHER WITHOUT PERMISSION

Any person who hunts, traps, captures, injures, kills or destroys or attempts to hunt, trap, capture, injure, kill or destroy any fur-bearing animal on or in any river, creek, branch, lake, pond or other waters in this state running through or on property not his own or under his control, within 10 feet of the banks thereof, without the written permission of or accompanied by the landowner or person in possession or control of said lands shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$10.00 nor more than \$50.00 for each offense.

Section 9-11-254 LIMITATION AS TO NUMBER OF TRAPS FOR TAKING, ETC., OF FUR-BEARING ANIMALS; PENALTY

No person using traps for the purpose of taking or catching fur-bearing animals shall be permitted to set or have set in any one day more than 150 traps. A violation of the provisions of this section shall be a misdemeanor, and the person so violating shall be punished by a fine of not less than \$10.00 nor more than \$25.00 for each offense.

Section 9-11-264 LIABILITY FOR INJURY OR DAMAGE TO PERSONS OR DOMESTIC ANIMALS OF PERSONS USING TRAPS, ETC., TO TAKE, CAPTURE, ETC., FUR-BEARING ANIMALS; EXEMPTION OF LAWRENCE COUNTY

Any person shall be strictly liable for civil damages who causes the injury or damage to any person or domestic animal as a result of using any trap or similar device on public land to take, capture or kill any of the fur-bearing animals protected by the laws or regulations of this state.

Any person who suffers injury or damage to his person or domestic animal as a result of such activity shall have an action for civil damages and such aggrieved person need not prove negligence.

The provisions of this section shall not apply to Lawrence County.

Section 9-11-265 TRAPPING ON OR FROM RIGHT-OF-WAY OF STATE HIGHWAY; EXEMPTION OF LAWRENCE COUNTY

It shall be unlawful for anyone to trap on or from a state highway right-of-way unless the trapper has the permission of adjoining landowners.

The provisions of this section shall not apply to Lawrence County.

Section 9-11-265.1 SECTIONS 9-11-264 AND 9-11-265 INAPPLICABLE IN LIMESTONE COUNTY

The provisions of Sections 9-11-264 and 9-11-265 shall not apply to Limestone County.

Section 9-11-266 CHECKING OF TRAPS; HANGING OR SUSPENDING OF BAIT OVER OR WITHIN 25 FEET OF STEEL TRAP

All traps set in or beneath water must be checked at least once every 72 hours. All traps other than water sets must be checked at least once every 24 hours.

It shall be unlawful for anyone to hang or suspend bait over or within 25 feet of a steel trap.

Section 9-11-267 FILING OF REPORTS AS TO ANIMALS TRAPPED, PURCHASED, ETC., BY PERSONS LICENSED TO TRAP FUR-BEARING ANIMALS AND BY FUR DEALERS

Any person licensed to trap fur-bearing animals in the State of Alabama shall file with the Division of Wildlife and Freshwater Fisheries office in Montgomery a report listing by county the number and type of animals trapped during the preceding season and the names and addresses of the persons or companies to whom the furs were sold.

Any person, firm or corporation licensed as a fur dealer pursuant to the laws of Alabama shall file a report with the Division of Wildlife and Freshwater Fisheries office in Montgomery listing the names and addresses of each trapper from whom furs were purchased and describing the number and type of furs purchased from each trapper. All reports required by this section must be submitted no later than 45 days after the close of each trapping season.

Section 9-11-268 PENALTY FOR VIOLATIONS OF PROVISIONS OF SECTIONS 9-11-265, 9-11-266 AND 9-11-267

A violation of the provisions of Sections 9-11-265, 9-11-266 and 9-11-267 or failure to fully comply therewith shall constitute a misdemeanor and the person violating same or failing to comply therewith shall be punished by a fine of not less than \$50.00 nor more than \$200.00 for each offense.

**Regulation 220-2-.30 FUR-BEARING ANIMALS DESIGNATED/TRAP SPECIFICATIONS/
AND PROHIBITED DEVICES/TAGGING REQUIREMENT**

The following shall be named and designated as fur-bearing animals in Alabama: Beaver, Bobcat, Fox, Mink, Muskrat, Nutria, Opossum, Otter, Raccoon, Striped Skunk, Coyote, and Feral Swine.

- (1) Trap Specifications— It shall be unlawful for any person to set or use a leg hold trap on land that has an inside diameter jaw spread greater than six (6) inches as measured at the widest point perpendicular to the frame and parallel to the trap dog and for those traps without a dog, at the widest point parallel with the pan shank. Leg hold trap having teeth or serrated edges along the inside of one or both jaws are prohibited. All body gripping traps with jaw width exceeding 5 inches as measured from the inside of the main jaw at the trigger assembly to the inside of the opposing jaw across the entrance window, and snares (except powered foot snare with a maximum loop of 5 1/2 inches) are prohibited for use in trapping fur-bearing animals on land.
- (2) Any person trapping fur-bearing animals, except for feral swine, in the State of Alabama must carry a choke stick while running traps. When trapped fur-bearing animals are dispatched with a firearm, only standard .22 caliber rimfire firearms may be used. However, feral swine may be dispatched by any firearm or sharpened blade.
- (3) Tagging Bobcat/Otter Pelts—Persons taking bobcat and otter must have the fur or pelts tagged by representatives of the Division of Wildlife and Freshwater Fisheries within 14 days of taking and before the fur or pelt is sold or otherwise disposed of.
 - a. However, a licensed fur catcher may sell untagged bobcat and otter to an authorized resident fur dealer and leave a completed signed fur tag report with said dealer. The dealer must then have the bobcat and otter tagged by a representative of the Division of Wildlife and Freshwater Fisheries within 14 days of purchasing bobcat or otter pelts.
 - b. Legally acquired bobcat and otter pelts or carcasses may be delivered untagged to a resident taxidermist for mounting if the owner leaves a completed, signed fur tag report with said taxidermist. The taxidermist must then have the bobcat and otter tagged by a representative of the Division of Wildlife and Freshwater Fisheries within 14 days of taking delivery of said pelts and transmit the completed fur tag report to the Division of Wildlife and Freshwater Fisheries representative at the time the pelt or carcass is tagged.
 - c. Tags may be removed from bobcat and otter pelts when processed by a taxidermist for mounting. However, the removed tag must remain with the mounted specimen when it is returned to its owner and until the mount and pelt are destroyed.
 - d. It shall be unlawful for anyone to ship, transport, or export bobcat and otter pelts from this state unless said bobcat and otter pelts are tagged by a representative of the Division of Wildlife and Freshwater Fisheries.
 - e. All bobcat and otter pelts shipped or imported into this state must be officially tagged by the state of origin.
- (4) It shall be illegal to set a trap on top of a post or stake elevated above ground level.
- (5) It shall be unlawful for any person to possess a furbearer alive beyond the confines of the trap without permit from the Commissioner of the Department of Conservation and Natural Resources or his designee. Except for feral swine, all furbearers shall be immediately dispatched or released at the trap site. All feral swine must be killed at the site of capture in accordance with rule 220-2-.86.
- (6) It shall be unlawful for any person to disturb a legally set trap or to remove a furbearing animal from a trap without permission of the owner.

Regulation 220-2-.31 UNLAWFUL TO HANG OR SUSPEND BAIT

It shall be unlawful to hang or suspend bait over or within 25 feet of a steel trap.

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

WAYLO-1

OP ID: ZS

DATE (MM/DD/YYYY)

07/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Paul Carter Agency, Inc. 5809 Grelot Road Mobile, AL 36609 The Paul Carter Agency, Inc.	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Waylons Wildlife Services LLC Randy Waylon Howell P O Box 190962 Mobile, AL 36619	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Penn-Star Insurance Company</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></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Penn-Star Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Penn-Star 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PAV0316969	06/19/2021	06/19/2022	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 \$ INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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						WC STATU-TORY 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)

BEAVER TRAPPING

CERTIFICATE HOLDER**CANCELLATION**

CITYMO1

City of Mobile
ATTN: Legal Department
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
The Paul Carter Agency, Inc.

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**Alabama
Proof of Insurance Card**

Allstate Insurance Company
Randy Howell
P O Box 190962
Mobile AL 36619-0962

Allstate
You're in good hands.
NAIC # 19232

POLICY NUMBER
110 191 194
EFFECTIVE DATE
06/04/21
EXPIRATION DATE
12/04/21

YEAR / MAKE / MODEL
2003 GMC Sierra 1500
VEHICLE ID NUMBER
16TEC14XS3Z312163

This card must be carried in the vehicle at all times as evidence of insurance.

EXHIBIT C

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

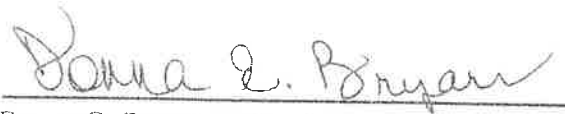
POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

WAYLONS WILDLIFE SERVICES LLC T6
9781 PINE SPRINGS RD
IRVINGTON, AL 36544-3811

YEAR	LICENSE NO.
2021	94811
ISSUED	EXPIRES
3/10/2021	12/31/2021

812195 SERVICES - MISC BUSINESS SERVC



Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



WAYLONS WILDLIFE SERVICES LLC T6
PO BOX 190962
MOBILE, AL 36619-0962

366 T1 P1



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
WILDLIFE AND FRESHWATER FISHERIES DIVISION



NUISANCE WILDLIFE CONTROL BUSINESS PERMIT - Permit Number: BA-0522026



Feral Pigs



Other Species (e.g., raccoons, opossums, skunks, coyotes, etc.)

This permit allows Waylon's Wildlife Services LLC and its agents (listed and attached) to take and/or trap wildlife causing agricultural damage, property damage, and/or presenting a possible safety or health hazard for property/business owners located in Mobile, Baldwin, Conecuh, Washington, Escambia, & Monroe County(s), under the following conditions:

- Under **NO** circumstances can live feral pigs be transported.
- **NO** shooting of any animals at night between November 1, 2020 and February 15, 2021.
- Nuisance wildlife control efforts by use of dog(s) is prohibited under this permit.
- Prior to initiating any nighttime shooting of feral pigs or coyotes, a description and/or location for each property involved must be provided to the appropriate Division of Wildlife and Freshwater Fisheries (WFF) District Office.
- Nuisance wildlife control efforts will be conducted at landowner (or his agent) request only, which will be verified by their signature on the attachment to this permit. All control efforts will be limited to properties described in the attachment.
- Sick or injured animals shall be euthanized in the least conspicuous and most humane manner possible.
- It is strongly recommended that rabies vector furbearers (i.e., raccoons, skunks, foxes, and coyotes) be euthanized, except when released at site of capture. All other apparently healthy animals shall be released into suitable habitat with landowner permission.
- In no case shall any animal be transported alive across any county line or major river system without prior approval of WFF.
- Other than during capture and transport, animals are not to be held in captivity.
- Dead animals shall be disposed of in accordance with any/all state laws.
- No animal, or any part thereof, captured pursuant to this permit shall be offered for sale, sold, traded, or bartered for anything of value or used for personal benefit.
- A semi-annual report (including species, number taken, and disposition) shall be provided to WFF within 30 days after February 28 and September 30, the expiration of this permit. Failure to provide accurate reports will result in the cancellation of the permit.
- Special authorization is required from WFF and/or the U.S. Fish and Wildlife Service for Federally protected wildlife, any Alabama protected non-game wildlife, bear, alligator, deer, turkey, or bat.

Special Considerations and Notes:

Upon accepting this permit, Waylon's Wildlife Services LLC and its agents shall assume any and all risks and responsibilities for their actions and release the State of Alabama, the Department of Conservation and Natural Resources, and its employees and agents, from any and all liabilities from any accident, injury, disease, or any other incident arising from activity allowed under the issuance of the permit. All agents must possess a valid Alabama Fur Catchers License to capture animals designated as furbearers, in addition to any other business licenses. This permit may be cancelled at any time when it is deemed in the best interest of the State. A copy of this permit shall be in your agent's possession at all times when engaged in this activity.

THIS PERMIT IS VALID FROM October 1, 2021 **AND EXPIRES** September 30, 2022

Date: October 14, 2021 Permit Holder's Phone Number: (251) 709-4598
Jared Knight Digitally signed by Jared Knight Date: 2021.10.14 17:50:40 -05'00' Address: PO Box 190962
Mobile, AL 36619
 Approval Signature Wildlife Biologist randyhowell25@gmail.com

Wildlife Biologist's Phone Number: (334) 530-1765 **Distribution:** copies to Montgomery and all District Offices where work is permitted

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, national origin, disability, pregnancy, genetic information or veteran status in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

Res Fur Catchers (>90 days
residency requirement)

Outdoor
ALABAMA

License #

2022043023074740

Valid

10/14/21 12:32 PM - 09/30/22 11:59
PM

My Company Account

My Company Profile

Company Information

Company Name

Waylons wildlife Services LLC

Doing Business As (DBA)

Company ID

1114658

REFERENCE SHEET

1. Nine years of beaver nuisance control
Work, with the City Of Mobile.
2. Currently the beaver nuisance trapper
For Mobile County. (Neal Howard) 251-472-5055
3. Currently the beaver nuisance trapper
For Mobile Area Water and Sewer Systems. (Steve Davis) 251-463-7021 (Eddie Chavers)
251-604-8777
4. Currently the beaver nuisance trapper
For some Mobile County School board property, in Citronelle.
5. Currently the beaver nuisance trapper
For Stallworth land company, in Citronelle .
6. I'm currently doing several private Individuals properties all over south Alabama.

I have been in the nuisance control work fulltime for 21 years. I pride myself
On staying up with the latest and ethical equipment available on the market. I attended several
conventions all over the country every year Learning about new equipment and techniques.

EXHIBIT D

My Company Account

My Company Profile

Company Information

Company Name

Waylons wildlife Services LLC

Doing Business As (DBA)

Company ID

1114658

R E S O L U T I O N

2022

Sponsored by: Mayor Stimpson and the Mobile City Council

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and Pot-O-Gold Rentals, LLC, for 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.

Project Name: Mardi Gras 2022 Portable Toilets

Project Number: PS-001-22

Amount: \$54,752.50

Adopted: _____

City Clerk



City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at <https://cityofmobile.sharepoint.com/sites/COMPortal> .

Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver.

Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# _____ Current Date ____ / ____ / ____

Project Description _____

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.

Requested By (Department Director) _____

(Signature) (Title) (Date)

Telephone Number

Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) (Title) (Date)

Approved By (CAO)

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

This **AGREEMENT** made and entered into this 27th day of December, in the year 2021,

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
5237 HENRY ROAD
EIGHT MILE, AL 36613-2123

City of Mobile License Number: 074702

City of Mobile Vendor Number: 284249

SERVICE CONTRACT ADMINISTRATOR:

Building Services Department
City of Mobile, P.O. Box 1827
Mobile, AL 36633-1827
251-208-7639

for the following PROJECT:

PROJECT NAME: MARDI GRAS 2022 PORTABLE TOILETS

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: PS-001-22

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide standard portable toilets, ADA accessible portable toilets, and handwashing stations at various City of Mobile locations during Mardi Gras 2022, 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 Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for Thirty (30) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor, subject to additions and deductions provided herein, in current funds, the sum as follows:

Total Contract Amount:

Fifty-Four Thousand Seven Hundred Fifty-Two & 50/100 Dollars

(Amount in Words)

(\$54,752. 50)

(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Schedule of Values:

Provide One Hundred Seven (107) standard portable toilets for Twenty (20) days, Friday, February 11, 2022, to Wednesday, March 2, 2022:

\$286.00 per unit x 107 units = \$30,602.00

Provide Seventeen (17) ADA accessible portable toilets for Twenty (20) days, Friday, February 11, 2022, to Wednesday, March 2, 2022:

\$341.00 per unit x 17 units = \$5,797.00

Provide Eleven (11) Handwashing Stations for Twenty (20) days, Friday, February 11, 2022, to Wednesday, March 2, 2022:

\$286.00 per unit x 11 units = \$3,146.00

Provide Eighty-Seven (87) standard portable toilets for Six (6) days, Friday, February 25, 2022, to Wednesday, March 2, 2022:

\$137.50 per unit x 87 units = \$11,962.50

Provide Nine (9) ADA accessible portable toilets for Six (6) days, Friday, February 25, 2022, to Wednesday, March 2, 2022:

\$192.50 per unit x 9 units = \$1,732.50

Provide Eleven (11) Handwashing Stations for Six (6) days, Friday, February 25, 2022, to Wednesday, March 2, 2022:

\$137.50 per unit x 11 units = \$1,512.50

The City of Mobile reserves the rights to add, remove, and modify services, as needed during the term of this Agreement.

3.3 Unit Prices:

One (1) Standard portable toilet for Twenty (20) days, Friday, February 11, 2022, to Wednesday, March 2, 2022: \$286.00 per unit

One (1) ADA accessible portable toilet for Twenty (20) days, Friday, February 11, 2022, to Wednesday, March 2, 2022: \$341.00 per unit

One (1) Handwashing Station for Twenty (20) days, Friday, February 11, 2022, to Wednesday, March 2, 2022: \$286.00 per unit

One (1) Standard portable toilet for Six (6) days, Friday, February 25, 2022, to Wednesday, March 2, 2022: \$137.50 per unit

One (1) ADA accessible portable toilet for Six (6) days, Friday, February 25, 2022, to Wednesday, March 2, 2022: \$192.50 per unit

One (1) Handwashing Station for Six (6) days, Friday, February 25, 2022, to Wednesday, March 2, 2022: \$137.50 per unit

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): \$137.50 per hour
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$241.50 per hour
- C. Overtime Holidays (Bidder's Holidays): \$241.50 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen percent (15%).

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made on completed work as specified.
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The City may terminate the Contract upon Ten (10) days written notice. Notice from the City shall be mailed to the address provided by the Contractor in this Agreement. The City shall pay the Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The City shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, the Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	8 pages
2. Scope of Work, dated December 1, 2021	2 pages
3. Exhibit A – List of Services	4 pages
4. Exhibit B – Parade Schedule	1 page
5. Exhibit C – Locations	1 page
4. Subcontracting & Major Supplier Plan	5 pages
4. General Conditions	8 pages
6. E-Verify Documentation	2 pages
7. Certificates of Insurance with endorsements	117 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than Thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured.

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without Thirty (30) days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection

with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification. Service Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with 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.

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

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall 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 (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be

deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

8.11 *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, Acts of God, pandemics, or other reasons 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.

8.12 Assignment/Subletting: Service Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the City, which consent will be granted or withheld at the City's sole discretion.

8.13 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.

8.14 The City's Representative, authorized to act on the City's behalf with respect to this Agreement is the Mayor of the City of Mobile or a designated representative. The Owner's liaison with the Service Contractor is the City's Representative. The Manager - William Hamilton is authorized to act on the Service Contractor's behalf.

8.15 CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

Remainder of Page Left Intentionally Blank

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.

CITY:
City of Mobile

SERVICE CONTRACTOR:
POT-O-GOLD RENTALS, LLC

Signature

William. S. Stimpson
Mayor, City of Mobile

Erin S. Shelton
Signature

Erin S. Shelton
Printed Name and Corporate Title

ATTEST:

City Clerk

STATE OF ~~ALABAMA~~ Louisiana
COUNTY OF ~~MOBILE~~ Tangipahoa

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Erin S. Shelton as Authorized Agent of Pot-O-Gold Rentals, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above.

Sworn to and subscribed for me this 22 day of December, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires: At Death



L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30664
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

CONTRACT AGREEMENT
PAGE 8 OF 8

PS-001-22
SCOPE OF WORK – MARDI GRAS 2022 PORTABLE TOILETS
DECEMBER 1, 2021

Scope of Services:

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 to provide and maintain Portable Toilets and Handwashing Stations at Various Locations for the 2022 Mardi Gras Season as listed under Exhibit A, Locations, in accordance with the terms of this Contract.

1. General:

- A.** Coordinate all work with the Service Contract Administrator.
- B.** Furnish and maintain toilet paper in all units at all times.
- C.** Furnish and maintain soap/gel or alcohol/gel and cleaner dispenser in all units at all times.
- D.** Furnish and maintain soap, water, and paper towels in the dispensers in all handwashing units at all times.
- E.** Furnish and maintain best portable units available, necessary chemicals and cleaning agents to keep units clean and free of odor throughout the term of this Agreement.
- F.** Portable toilets shall not be placed near storm drain inlets nor fire hydrants. Maintain Twenty-Five (25) feet minimum distance unless otherwise directed by Service Contract Administrator.
- G.** Exact location of all portable toilets and handwashing stations to be determined by Service Contract Administrator.

2. Scheduling:

- A.** Schedule installation of units with Service Contract Administrator. Provide minimum 24 hours advance notice.
- B.** Install, service, and remove all portable toilets in a careful manner with all necessary consideration for neighbors and the public. Avoid interference with the use of and passage to and from adjacent buildings and facilities.
- C.** Portable toilets are to be serviced daily with chemicals and toilet paper shall be provided. All portable toilets shall be serviced twice on Saturday, February 26, 2022; Sunday, February 27, 2022; Monday, February 28, 2022; and Tuesday, March 1, 2022. Include one (1) additional spot check on Tuesday, March 1, 2022, and service as required.
- D.** All portable toilets shall be in place for public use, in accordance with the attached List of Services (Exhibit A), from Friday, February 11, 2022 (or as specified), through Tuesday, March 1, 2022. Portable toilets may begin to be removed starting on Wednesday, March 2, 2022 and completely removed from all locations no later than Friday, March 4, 2022.

3. Cleaning:

- A.** Service each unit when specified by pumping out contents of portable units, cleaning interior of units and replenishing paper supplies, etc. Units are to be serviced with chemicals accepted in the industry.
- B.** At the end of the period specified, toilets are to be picked up and the site cleared of any debris from the use of the facility. Leave site in a neat and orderly condition.

Additional Services:

The City of Mobile may, during the term of this Agreement, request for Additional Services to add units: Standard, Handicapped Accessible, and Handwashing Stations to additional locations, as needed.

END OF SECTION

EXHIBIT A – LIST OF SERVICES

Item # 1 - Provide One Hundred Seven (107) standard units, provide Seventeen (17) ADA units, and Eleven (11) handwashing stations for Twenty (20) days, Friday, February 11, 2022 to Wednesday, March 2, 2022, a total of One Hundred Thirty-Five (135) units:

1. Four (4) standard units on Claiborne Street near center gate of Civic Center Parking Lot Fence.
2. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station near center of brick wall on the Southeast corner of Civic Center Parking Lot at Canal and Claiborne Streets.
3. Four (4) standard units and One (1) ADA unit near Street Car Shelter on Claiborne Street near Civic Center.
4. Two (2) standard units on outside wall of Church Street Cemetery at Library Pump House.
5. Four (4) standard units at Southeast corner of Government and South Lawrence Streets.
6. Three (3) standard units at Northeast corner of Conti Street and Broad Street.
7. Nine (9) standard units, One (1) ADA unit, and One (1) handwashing station at Spanish Plaza.
8. Sixteen (16) standard units, Four (4) ADA units, and Two (2) handwashing stations at Bienville Square on the northeast corner of Conception Street and St. Francis Street.
9. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station on North side of Wallace Tunnel Ventilation Building.
10. Three (3) standard units and One (1) ADA unit on North side of Theater Street just east of Fort Conde Charlotte House Fence.
11. Three (3) standard units at City Parking Lots on Church Street and South Conception St.
12. Six (6) standard units on the East Side of Fort Conde parking lot between chain link fence and Service Road.
13. Two (2) standard units, One (1) ADA unit, and One (1) handwashing station at Library Administrative Offices, 702 Government Street.
14. Three (3) standard units, One (1) ADA unit, and One (1) handwashing station on the east side of North Jefferson St. at Spring Hill Avenue.
15. Three (3) standard units and One (1) ADA unit at parking lot at 900 St. Anthony Street.

16. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on Bayou Street side of Ryan Park across from Ryan Tower.
17. Two (2) standard units at Omega Psi Phi Fraternity House, 57 North Broad Street.
18. Two (2) standard units at Joachim Street Parking Lot, Joachim and Church Street.
19. Two (2) standard units at Southeast corner of Broad Street and Canal Street.
20. Four (4) standard units at vacant lot on Broad Street and Dauphin Street.
21. Three (3) standard units at CVS Building north side of Building at Government and Broad Street.
22. Three (3) standard, Three (3) ADA units, and One (1) handwashing station at Texas St. Park near Band and Floats.
23. Five (5) standard units at McDonald's east sidewalk, 658 Government Street.
24. Two (2) standard units and One (1) handwashing station at Police Commander's unit, 109 South Cedar St.
25. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Cathedral Square on Southwest corner of North Claiborne Street and Conti Street.
26. Two (2) standard units at Olensky Brothers, corner of South Royal Street and Conti Street.
27. Two (2) standard units at Life-Line Church on 106 South Broad Street.

Item # 2: Provide Eighty-Seven (87) standard units, Nine (9) ADA units, and Eleven (11) handwashing stations for Six (6) days, Friday, February 25, 2022 to Wednesday, March 2, 2022, total of One Hundred Seven (107) units:

28. One (1) standard unit and One (1) ADA unit on the northwest corner of Spring Hill Avenue and North Pine Street.
29. Two (2) standard units on vacant lots on Ryland Lane off Dr. Martin Luther King, Jr. Avenue.
30. Two (2) standard units on Maple Street at Dr. Martin Luther King, Jr. Avenue.
31. Two (2) standard units at Stewart Memorial Church, 1266 Dr. Martin Luther King, Jr. Avenue parking lot.
32. Two (2) standard units at 650 St. Francis Street.

33. Three (3) units at intersection of Congress and Dearborn Streets near YMCA at 321 North Warren Street.
34. Three (3) standard units on vacant lot on corner of Congress Street and Lexington Avenue (place near fence).
35. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Hodges Funeral Home, 701 Dr. Martin Luther King, Jr. Avenue.
36. Six (6) standard units, One (1) ADA unit, and One (1) handwashing station at Mammoth Hall, Congress and Washington Avenue.
37. Two (2) standard units at Cathedral Square (add to existing units)
38. Three (3) standard units at 809 Government Street
39. Three (3) standard units to southwest corner of Canal Street and Broad Street.
40. Two (2) standard units at corner of Lexington Avenue and St. Stephens Road.
41. Four (4) standard units at Springhill Recreation Center, 1151 Spring Hill Avenue.
42. Three (3) standard units at Church Street and South Broad Street.
43. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on the Southwest corner of Canal Street and South Claiborne Street.
44. Seven (7) standard units, One (1) ADA units, handwashing station at North Lawrence Street and Congress Street.
45. Five (5) standard units and One (1) handwashing station at corner of Dr. Martin Luther King, Jr. Avenue and Clay Avenue.
46. Two (2) standard units at York Barber Shop (Dr. Martin Luther King, Jr. Avenue.)
47. Two (2) standard units at Canal Street and South Warren Street.
48. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Lincoln Square Parking Lot, 880 Dr. Martin Luther King, Jr. Avenue.
49. Two (2) standard units at Mt. Olive Church, 409 Lexington Street.
50. Four (4) standard units and One (1) handwashing station at Rehobaom Missionary Church on Springhill Avenue.
51. Two (2) standard units at corner of St. Stephens Road and Rylands Street.
52. Two (2) standard units at northeast corner of Government Street and Marine Street.

53. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station for Fort Conde Kid's Day.

54. Sunday, February 14, 2021, Joe Cain Day (run) only:

Three (3) standard units and One (1) ADA unit at Canal Street and South Broad Street

Three (3) standard units, One (1) ADA unit, and One (1) handwashing station at corner of South Broad Street and Augusta Street

All Six (6) standard units and Two (2) ADA units will be relocated after the Joe Cain Run per Service Contracts Administrator's direction.

NOTE – These locations and quantities are subject to change due to COVID-19 restrictions and guidelines along with on-going construction projects in the area. The City of Mobile will make every attempt to supply the Service Contractor with updated information on any changes to parade routes and unit locations.

END OF SECTION

EXHIBIT B – MARDI GRAS 2022 PARADE SCHEDULE

Mardi Gras - 2022 Parade Schedule			
Date	Time	Parade	Route
Friday, February 11, 2022	6:30 PM	Conde Cavaliers Parade	A
Saturday, February 12, 2022	2:00 PM	Bayport Parading Society Parade	A
	6:30 PM	Pharaohs' Mystic Society Parade	A
	7:00 PM	Conde Explorers Parade	A
Thursday, February 17, 2022	6:30 PM	Order of Polka Dots Parade	A
Friday, February 18, 2022	6:30 PM	Order of Inca Parade	A
Saturday, February 19, 2022	2:00 PM	Mobile Mystics Parade	A
	2:30 PM	Mobile Mystical Revelers Parade	A
	6:30 PM	Maids of Mirth Parade	A
	7:00 PM	Order of Butterfly Maidens Parade	A
	7:30 PM	Krewe of Marry Mates Parade	A
Sunday, February 20, 2022	6:30 PM	Neptune's Daughters Parade	A
	7:00 PM	OOI Parade	A
Monday, February 21, 2022	6:30 PM	Order of Venus Parade	A
	7:00 PM	Order of Many Faces	A
Tuesday, February 22, 2022	6:30 PM	Order of LaShe's Parade	A
Thursday, February 24, 2022	6:30 PM	Mystic Strippers Society Parade	A
Friday, February 25, 2022	6:30 PM	Crewe of Columbus Parade	A
Saturday, February 26, 2022	12:00 PM	Floral Parade	A
	12:30 PM	Knights of Mobile Parade	A
	1:00 PM	Mobile Mystical Ladies	A
	1:30 PM	Order of Angels Parade	A
	6:00 PM	Mystics of Time Parade	A
Sunday, February 27, 2022	2:00 PM	Arrival of King Elexis I	E
	2:30 PM	Joe Cain Parade	A
	5:00 PM	Le Krewe de Bienville Parade	A
Monday, February 28, 2022	12:00 PM	King Felix III Parade	A
	12:00 PM	Floral Parade	A
	3:00 PM	MLK Business and Civic Organization Parade	D
	3:30 PM	Monday Mystics Parade	D
	4:00 PM	Northside Merchants	D
	7:00 PM	Infant Mystics Parade	F
	7:30 PM	Order of Doves	F
Tuesday, March 1, 2022	10:30 AM	Order of Athena Parade	A
	12:30 PM	Knights of Revelry Parade	A
	1:00 PM	King Felix Parade	A
	1:30 PM	Comic Cowboys Parade	A
	2:00 PM	Mobile Area Mardi Gras Association	B
	6:00 PM	Order of Myths Parade	C

NOTE – This schedule and routes are subject to change due to COVID-19 restrictions and guidelines along with on-going construction projects in the area. The City of Mobile will make every attempt to supply the Service Contractor with updated information on any changes to parades and/or routes.

EXHIBIT C – LOCATIONS



**MARDI
GRAS**

**PORTABLE
TOILET
LOCATIONS**



GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to Bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE CITY:

- A. The "City" and "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 City's designated representative is the Building Services 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 the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- 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.** The Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.
- M.** Additionally, the City of Mobile reserves the rights to have any of Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor and signed by both parties.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

- 1) Payments shall be made upon completion of work as specified.
- 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
- 3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

- A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
 - 1) employees on the Work and other persons who may be affected thereby; and
 - 2) the Work and materials and equipment to be incorporated therein; and
 - 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 Twenty-One (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 (8.A.6.).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employees 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 Thirty (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. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. **MISCELLANEOUS PROVISIONS:**

- A. The Contract shall be governed by the laws of the State of Alabama.
- B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the

Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251-208-7454. Successful Bidder must have City License at the time of Bidding.
- I. 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 (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- 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.
- L. CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a

face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

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 Twenty-One (21) days after occurrence of the event giving rise to such Claim or within Twenty-One (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



Alabama Secretary of State



Pot-O-Gold Rentals, LLC	
Entity ID Number	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	1-15-1993
Qualify Date	1-14-2014
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	1-1-2014
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	1-14-2014 Certificate of Formation 2 pgs.

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

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	72-1230761
North American Industry Classification Systems Code	Waste Management And Remediation Services (562)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1



Company ID Number:440642

Client Company ID Number:1331878

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent S & W PAYROLL SERVICES LLC	
Name (Please Type or Print)	Title
ASHLEIGH ROLFE	
Signature	Date
Electronically Signed	December 14, 2021
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Rd. Suite 104 Harahan LA 70123	CONTACT NAME: Kelly Harmon	
	PHONE (A/C, No, Ext): 2253802012	FAX (A/C, No):
INSURED Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404	E-MAIL ADDRESS: Kelly.Harmon@Acentria.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Crum & Forster Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 168977740**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-133245	12/7/2020	2/1/2022	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 Cont. Pollution \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EFX116433	12/7/2020	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Marked endorsements are provided when required by written contract

Thirty (30) Day Notice of Cancellation

GENERAL LIABILITY/POLLUTION
Contractor's Pollution - \$1,000,000
Transportation Pollution - \$1,000,000
Non-Owned Site Pollution - \$1,000,000
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Building Services Department
PO Box 182
Mobile AL 3633-1827

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

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 Waiver of Subrogation when required by written contract
Blanket Additional Insured when required by written contract (Completed Operations)
Blanket Additional Insured when required by written contract
Primary and Non-Contributory when required by written contract
Per Project Aggregate
Watercraft Amendatory

UMBRELLA

Follows Form

Commercial Auto Liability: 12/07/2020 - 02/01/2021 and 02/01/2020-02/01/2022 Old Republic

Employers' Liability: 12/07/2020 - 02/01/2021 and 02/01/2020-02/01/2022 Old Republic

Commercial General Liability: 12/07/2020-02/01/2022 Crum & Forester

Contractors' Pollution: 12/07/2020 - 02/01/2022 Crum & Forester

Transportation Pollution: 12/07/2020 - 02/01/2022 Crum & Forester

Project Number: PS-001-22

Mardi Gras 2022 Portable Toilet at Various City of Mobile Locations

NOTICE:

This insurance policy is delivered as surplus line coverage under the Louisiana insurance code. In the event of insolvency of the company issuing the contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association or the Life and Health Insurance Guaranty Association, which guarantees only specific types of issued by insurance companies authorized to do business in Louisiana. This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:



CRUM & FORSTER®
A FAIRFAX COMPANY

Steven England
Signature of Licensed Louisiana Surplus
Lines Broker or Authorized
Representative

CRUM & FORSTER SPECIALTY INSURANCE COMPANY

305 Madison Avenue, Morristown NJ 07962

ENVIRONMENTAL POLICY DECLARATIONS

POLICY NUMBER:	RENEWAL OF:	DATE ISSUED:
EPK-133245	New	12/7/2020

Item 1.	NAMED INSURED & ADDRESS: Pot-O-Gold Rentals, LLC P.O. Box 1627 Hammond, LA 70404		PRODUCER NAME & ADDRESS: R-T Specialty, LLC 820 Gessner Road, Suite 1850 Houston, TX 77024	
	FORM OF BUSINESS: Limited Liability Company		PRODUCER CODE: 88691	
Item 2.	POLICY PERIOD:		12/07/2020 to 02/01/2022	
	12:01 a.m. Standard Time at the Named Insured's address stated above.			
Item 3.	LIMITS OF INSURANCE:			
	General Aggregate Limit (Other than Products/Completed Operations):		\$2,000,000	
	Products/Completed Operations Aggregate Limit:		\$2,000,000	
	Personal & Advertising Injury Limit:		\$1,000,000	
	Commercial General Liability Each Occurrence Limit:		\$1,000,000	
	Damage To Premises Rented To You Limit:		\$300,000	
	Medical Expense Limit:		\$5,000	
	Contractor's Pollution Liability Each Pollution Condition Limit:		\$1,000,000	
Item 4.	DEDUCTIBLE/SELF-INSURED RETENTION: See Deductible Schedule Endorsement EN0009			
Item 5.	RETROACTIVE DATES: N/A			
Item 6.	PREMIUM:			
	Policy Premium:		\$163,726	
	TRIPRA Premium:		Excluded	
	Total Policy Premium:		\$163,726	
	Minimum Earned Premium:		25%	
	Minimum Policy Premium:		100%	
Item 7.	AUDIT PERIOD: Not Subject to Audit		Basis: Gross Revenue: \$22,000,000	
			Rate: Flat	
Item 8.	FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY: See Form EN0002 - Schedule Of Forms And Endorsements			

THESE DECLARATIONS, TOGETHER WITH POLICY JACKET, FORMS, SCHEDULES AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF AND IN CONNECTION WITH THE ABOVE NUMBERED POLICY.

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

Signature of Licensed Louisiana Surplus Lines Broker or
Authorized Representative:

Countersigned By:

Printed name of Licensed Louisiana Surplus Lines Broker:

EN0001 -1014

Authorized Representative

Schedule of Forms and Endorsements

Form No.	Form Title
EN0001	Environmental Package Policy Declarations
EN0002	Schedule of Forms and Endorsements
CS07001	Signature Page
EN0004	Claims Reporting
EN0005	Service of Process Clause
EN0007	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
EN0009	Deductible Schedule Endorsement
EN0010	Minimum Premium and Minimum Retained Premium
EN0011	Privacy Notice
EN0020	Common Provisions
EN0021	Commercial General Liability Occurrence Coverage Part
EN0023	Contractors Pollution Liability Occurrence Coverage Part
EN0050	Policyholder Notice - Emergency Response Hotline
EN0052	Notice of Loss
EN0118	Primary and Non-Contributory Additional Insured with Waiver of Subrogation
EN0127	Total Mold Exclusion
EN0133	Prior Incidents and Prior Construction Defects Exclusion
EN0161	Emergency Environmental Response Costs Endorsement
EN0165	Limited Notice Of Cancellation Endorsement
EN0166	Named Insured Endorsement EN0169 Exclusion – Communicable Disease
EN0301	Aggregate Limits of Insurance Per Project
EN0302	Employee Benefits Liability Coverage
EN0306	Amendment – Watercraft
EN0346	Amendment to Damage to Your Work Exclusion
EN0350	Additional Insured – Owners, Lessees Or Contractors – Completed Operations Endorsement
EN0351	Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization Endorsement
EN0405	Transportation Pollution Liability Blanket Endorsement
EN0418	Regulated Non-Owned Disposal Site Coverage -Claims Made
EN0420	Natural Resource Damages Endorsement
EN0421	Bodily Injury Amendment
IL P 001 01 04	U.S Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

Crum & Forster Specialty Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE

(A Capital Stock Company)

SIGNATURE



Marc J. Adee
Chairman and CEO

SIGNATURE



James Kraus
Secretary



CRUM & FORSTER®
A FAIRFAX COMPANY

CLAIMS REPORTING

Notice of a Claim or circumstances to the Insurer shall be given in writing to:

Crum & Forster
Claims Department
305 Madison Avenue
Morristown, New Jersey 07960
crumandforsternol@cfins.com
Fax: (877) 622-6204

Notice given in writing to the Insurer's broker will be considered notice to the Insurer.

SERVICE OF PROCESS CLAUSE

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name: Marc Adee, President
Name of Company or Firm: Crum & Forster Specialty Insurance Company
Mailing Address: 305 Madison Avenue
Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

In consideration of the premium charged it is hereby agreed that:

A. The following exclusion is added to all coverage parts of this policy:

This insurance does not apply to:

Terrorism

"Any injury or damage" arising directly, or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would have been covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. above describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added to this policy:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage under any coverage part to which this endorsement applies, and includes, but is not limited to, "damages", "bodily injury", "property damage", "personal and advertising injury", "cleanup costs" or "ultimate net loss" as may be defined in any applicable coverage part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

- (a)** An air carrier (as defined in Section 40102 of Title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b)** The premises of any United States mission; and
 - c.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy of affect the conduct of the United States Government by coercion.
- 3. "Other acts of terrorism"** means a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy of affect the conduct of the United States Government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C.** The terms and limitation of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under any coverage part of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE SCHEDULE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

The Deductible shown in the Schedule below applies as stated under the Common Provisions,
SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE, Item 13.

The terms of the policy, including with respect to (a) our rights and duties with respect to the defense of suits and (b) your duties in the event of an occurrence, apply irrespective of the application of the deductible amount.

In the event that you do not promptly reimburse us for the deductible amount demanded, then any cost incurred by us in collection of the deductible amount shall be added to and applied in addition to the applicable deductible amount without limitation to such costs. These costs shall include but not be limited to collection agency fees, attorneys fees and interest.

SCHEDULE

COVERAGE	AMOUNT & BASIS OF DEDUCTIBLE	
I. COMMERCIAL GENERAL LIABILITY:	Each Claim	Each Occurrence
A. Bodily Injury		
B. Property Damage		
C. Bodily Injury & Property Damage Combined	\$10,000	
D. Bodily Injury & Property Damage Combined: with Separate Commercial General Liability and Products/Completed Operations Liability Deductibles		
1.General Liability		
2.Products/Completed Operations Liability		
II. MONOLINE PRODUCTS COMPLETED OPERATIONS LIABILITY:	Each Claim	Each Occurrence
III. CONTRACTORS POLLUTION LIABILITY:	Each Pollution Condition	
	\$25,000	
IV. ERRORS AND OMISSIONS LIABILITY:	Each Claim	
V. THIRD PARTY POLLUTION LIABILITY:	Each Pollution Condition	
VI. ONSITE CLEANUP:	Each Pollution Condition	

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM PREMIUM AND MINIMUM RETAINED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

- A. Under the Common Provisions, **SECTION VI – COMMON CONDITIONS**, item **2.Cancellation And Nonrenewal** is amended by the addition of the following:

This Policy is subject to both a “minimum premium” and a “minimum retained premium”.

In the event the audit premium is found by us to be greater than the premium stated in the Declarations, the additional premium is due and payable upon notice by us to the First Named Insured. If the audit premium is found to be less than the premium stated in the Declarations, we will retain the “minimum premium”.

In the event of cancellation by the First Named Insured, a “minimum retained premium” will apply.

Cancellation for non-payment of premium after the effective date of this Policy shall be deemed a request by the First Named Insured for cancellation of this Policy, thereby activating the “minimum retained premium” provision.

- B. Under the Common Provisions, **SECTION VII – COMMON DEFINITIONS** is amended by the addition of the following:

1. “Minimum premium” means 100% of the premium stated in the Declarations plus any additional premium generated by:
 - a. Subsequent endorsement; and
 - b. Audit, if applicable.
2. “Minimum retained premium” means the amount of premium retained by us should you cancel this Policy prior to the end of the “policy period”. “Minimum retained premium” is calculated as the great of:
 - a. 25% of the premium stated in the Declarations;
 - b. A short rate or pro-rata of the premium stated in the Declarations; or
 - c. The audit premium.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**Crum & Forster¹ Privacy Principles**

Crum & Forster's Privacy Principles guide our conduct in the collection, use, release and security of personal and confidential information we obtain as part of our business of providing and servicing commercial insurance products, including underwriting, policy administration, insurance claims adjusting, appraisal and loss control services. These principles define Crum & Forster's commitment to the privacy and integrity of the information we accumulate, manage and store.

Who collects and has access to non-public personal information?

Personal information may be collected by and/ or shared with employees of Crum & Forster or by any of Crum & Forster's authorized representatives, attorneys, or others who provide services to Crum & Forster in connection with providing and servicing its commercial insurance products, such as claims administrators, independent appraisers, managed care providers, systems vendors, or similar service providers. Crum & Forster requires service providers to honor the privacy principles in the handling of non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose information to third parties as allowed by law. For example, in response to a subpoena or other order or inquiry of a court, regulator or governmental agency or to its insurers.

Why does Crum & Forster need personal information and what do we do with it?

Crum & Forster limits the collection, disclosure, and use of customer information to only what is needed to properly underwrite and service its insurance products, and/ or to fulfill legal or regulatory requirements.

Crum & Forster collects personal information solely for conducting its business of underwriting and servicing and administering its insurance products including, but not limited to:

- Underwriting and renewal of its commercial insurance products;
- Claims Handling and adjusting, including investigation and payment of claims;
- Claims administration and reporting;
- Fraud detection and prevention;
- Loss Control;
- Complying with the law and reporting requirements;
- Business activities that Crum & Forster may legally undertake.

Crum & Forster does not sell information to any third parties, and does not use it for marketing any of its insurance products.

¹ The Crum & Forster family of companies includes:

United States Fire Insurance Company, The North River Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Insurance Company, Crum & Forster Underwriters Co. of Ohio, Crum & Forster Specialty Insurance Company, and Seneca Insurance Company

What types of information are collected?

The type of information that Crum & Forster collects varies according to the insurance product involved, and may include information we receive from you on applications and other forms; information we receive from your employer; information we receive from other sources such as motor vehicle reports.

Safeguarding Your Privacy

Access to non-public personal information is limited to those employees who specifically need such information to conduct their business responsibilities.

If you conclude your relationship with us, we will continue to safeguard your privacy in accordance with the standards described in this notice.

We maintain physical, electronic and procedural safeguards to protect non-public personal information.

Our employees have been provided with a copy of this policy and receive annual training on safeguarding non-public personal information. Employees who violate these standards are subject to disciplinary measures.

About Our Website

Our website is used only to disseminate information. Crum & Forster does not place electronic "cookies" in the browser files of any guests. We do not collect any individual information as a result of the public visiting the site. In other words, we may count how many times our site has been visited, but do not gather any personal information about the visitors. If you send us an email, your communication will identify you to us. However, we will only use the information you provide to respond to your inquiry. The privacy of communication over the Internet cannot be guaranteed. Crum & Forster does not assume any responsibility any loss or damage you may experience or incur by the sending of personal information over the Internet by or to Crum & Forster.

Questions?

If you have any questions concerning our Privacy Principles, please contact our Privacy Compliance Officer at:

Crum & Forster
Attn: Privacy Compliance Officer
305 Madison Avenue
Morristown, New Jersey 07960

**THIS POLICY MAY CONTAIN BOTH CLAIMS-MADE AND OCCURRENCE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

COMMON PROVISIONS

This Policy consists of: (1) these Common Provisions; (2) one or more Coverage Parts that have been purchased by one or more Named Insured(s); and (3) the Declarations Page(s) associated with such Coverage Part(s). Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered by this Policy.

There are separate Coverage Parts that you may purchase separately. They are subject to these Common Provisions. Some of the Coverage Parts provide occurrence based coverage and others provide claims made coverage. Some Coverage Parts have defense expenses within limits, some do not. Some Coverage Parts do not provide for any defense obligation. Each Coverage Part has a section setting forth its own exclusions and conditions. The Common Provisions also contain definitions, exclusions and conditions that apply to all Coverage Parts. The Common Provisions also provide for defense obligations, where applicable, limits of liability, who is insured and, with respect to claims made coverage parts, extended reporting period provisions. With respect to definitions, any word or phrase in quotes is a defined term that will appear in the definitions section of the Common Provisions. Certain words (such as, but not limited to, Policy, Declarations, Deductible and Self Insured Retention) are used with initial capitalization. Such words are not defined terms and do not appear in the definitions section of the Common Provisions.

Throughout this Policy the words "you" and "your" refer to the First Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we", "us" and "our" refer to the

Company providing this insurance. The word "insured" means any person or organization qualifying as such under Section III Who Is An Insured.

In consideration of payment of the premium, in reliance upon the statements in the application for this insurance and all attachments and materials submitted therewith, and subject to all the provisions of this Policy, you agree with us as follows:

SECTION I - DEFENSE

1. Commercial General Liability

If either of the following Coverage Parts: Commercial General Liability Occurrence or Commercial General Liability Claims Made, is purchased and is attached to these Common Provisions, then the following provisions apply to Insuring Agreement **A** - Bodily Injury And Property Damage and Insuring Agreement **B** - Personal And Advertising Injury:

- a. We have the right and duty to defend the insured against any "suit" seeking "damages" to which this insurance applies. We will pay "defense expenses" with respect to any "suit" against an insured that we defend. However, we have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.
- b. Our right and duty to defend end when we have used up the applicable limit of liability in the payment of judgments or settlements and "defense expenses"

included within your Deductible Amount under Insuring Agreements **A** and **B** or medical expenses under Insuring Agreement **C**. "defense expenses" incurred by us under the Commercial General Liability Occurrence Coverage Part or the Commercial General Liability Claims Made Coverage Part will not reduce the Limits of Insurance, except for "defense expenses" which are included within your Deductible Amount.

2. Contractors Pollution Liability, Errors And Omissions Liability And Third Party Pollution Liability

If one or more of the following Coverage Parts: Contractors Pollution Liability Occurrence Coverage, Contractors Pollution Liability Claims Made Coverage, Errors And Omissions Liability Coverage or Third Party Pollution Liability Coverage are purchased and the corresponding Coverage Part is attached to these Common Provisions, then the following provisions will apply to the Insuring Agreement under the Coverage Part. :

- a. We have the right and duty to defend the insured against any "suit" seeking "damages" to which this insurance applies. We will pay "defense expenses" with respect to any "suit" against an insured that we defend. However, we have no duty to defend the insured against any "suit" seeking: (1) "damages" for "bodily injury" or "property damage" to which this insurance does not apply; or (2) "cleanup costs" to which this insurance does not apply.
- b. Our right and duty to defend end when we have used up the applicable Limits of Insurance in the payment of any combination of judgments, settlements or "defense expenses".

- c. "Defense expenses" applicable to the Contractors Pollution Liability Occurrence or Claims Made Coverage Parts, the Errors and Omissions Liability Coverage Part and the Third Party Pollution Liability Coverage Part are included within the Limits of Insurance and will reduce the Limits of Insurance provided by each such Coverage Part.

3. Claims Arising Out Of The Same or Related Acts or Events

The following provision applies only to the Commercial General Liability Claims Made Coverage Part, the Contractors Pollution Liability Claims Made Coverage Part, the Errors and the Omissions Liability Coverage Part and the Third Party Pollution Liability Coverage Part:

Two or more "claims" arising out of the same or related acts, errors, omissions, circumstances, transactions or events shall be deemed to be first made and reported on the earliest date on which any such "claim" was first made and reported. Such "claims" shall be deemed to be a single "claim".

SECTION II – DEFENSE EXPENSES

If one or more of the following Coverage Parts: Commercial General Liability Occurrence or Claims Made, Contractors Pollution Liability Occurrence or Claims Made, Errors and Omissions Liability or Third Party Pollution Liability Coverage Parts are purchased, then the following provisions apply to all Coverage Parts except the Onsite Cleanup Coverage Part:

1. We will pay "defense expenses" with respect to any "claim", "occurrence", "wrongful act" or "pollution condition"

that we investigate or settle, or any "suit" against an insured we defend. We do not have any duty to defend or pay "defense expenses" under the Onsite Cleanup Coverage Part.

2. If we defend an insured against a "suit" and an indemnitee of that insured is also named as a party to the "suit", we will defend that indemnitee and pay "defense expenses" on behalf of that indemnitee if all of the following conditions are met:

- a. the "suit" against the indemnitee seeks "damages" for which such insured has assumed the liability of the indemnitee in an "insured contract";
- b. this insurance applies to the liability assumed by such insured;
- c. the obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by such insured in the same "insured contract";
- d. the allegations in the "suit" and the information we know about the "occurrence", offense, "wrongful act" or "pollution condition" are such that no conflict appears to exist between the interests of such insured and the interests of the indemnitee;
- e. the indemnitee and such insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend such insured and the indemnitee; and
- f. the indemnitee:

(1) agrees in writing to:

- (a) cooperate with us in the investigation, settlement or

defense of the "suit";

- (b) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

- (c) promptly notify any other insurer whose coverage is available to the indemnitee; and

- (d) cooperate with us with respect to obtaining other applicable insurance that may be available to the indemnitee; and

(2) provides us with written authorization to:

- (a) obtain records and other information related to the "suit"; and

- (b) conduct and control the defense of the indemnitee in such "suit".

3. The "defense expenses" in 2a. through 2f.: (i) will not reduce the Limits of Insurance for the Commercial General Liability Occurrence Coverage Part and the Commercial General Liability Claims Made Coverage Part, except for "defense expenses" included within your Deductible Amount; but (ii) will reduce the Limits of Insurance for the Contractors Pollution Liability Occurrence Coverage Part, the Contractors Pollution Liability Claims Made Coverage Part, the Errors and Omissions Liability Coverage Part, and the Third Party Pollution Liability Coverage Part.

4. Our obligation to pay "defense expenses" on behalf of that indemnitee ends when either:

- a. we have used up the applicable limit of insurance in the payment of judgments or settlements and "defense expenses" included within your Deductible Amount under the Commercial General Liability Occurrence or Claims Made Coverage Part; or
- b. we have used up the applicable limit of insurance in the payment of any combination of "defense expenses" or judgments or settlements, or any of them, under the Contractors Pollution Liability Occurrence or Claims Made Coverage Part, the Errors and Omissions Liability Coverage Part, or the Third Party Pollution Liability Coverage Part; or
- c. the conditions set forth above, or the terms of the agreement described in Paragraph 2.f. above, are no longer met.

SECTION III - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. an individual, then you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. a partnership or joint venture, then you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. a limited liability company, then you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. an organization other than a partnership, joint venture or limited

liability company, then you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. a trust, then you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "bodily injury" or "personal and advertising injury":

- (a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) to the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
 - (c) for which there is any obligation to share “damages” with or repay someone else who must pay “damages” because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) arising out of his or her providing or failing to provide professional health care services.
- (2) “Property damage” to property:
- (a) owned, occupied or used by; or
 - (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, with respect to such organization:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the “policy period”, whichever is earlier;
 - b. Insuring Agreement A of the Commercial General Liability Coverage Part does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization;
 - c. Insuring Agreement B of the Commercial General Liability Coverage Part does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization;
 - d. The Insuring Agreement of the Contractors Pollution Liability Coverage Part does not apply to “bodily injury”, “property damage” or “cleanup costs” resulting from a “pollution condition” that occurred before you acquired or formed the organization;
 - e. The Insuring Agreement of the Errors and Omissions Liability

Coverage Part does not apply to "bodily injury", "property damage" or "cleanup costs" resulting from a "wrongful act" committed before you acquired or formed the organization;

- f. The Insuring Agreement of the Third Party Pollution Liability Coverage Part does not apply to "bodily injury", "property damage" or "cleanup costs" resulting from a "pollution condition" that occurred before you acquired or formed the organization; and
- g. The Insuring Agreement of the Onsite Cleanup Coverage Part does not apply to "pollution conditions" existing before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE

- 1. The Limits of Insurance shown below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
- 2. The General Aggregate Limit stated in the Declarations is the most we will pay under this Policy for the sum of all:
 - a. "Damages" for "bodily injury", "property damage" and "personal and advertising injury" under all Coverage Parts, except "bodily injury" and "property damage" under

the Commercial General Liability Occurrence or Claims Made Coverage Parts, that fall within the "products-completed operations hazard";

- b. Medical Expenses and "cleanup costs"
 - c. "Defense expenses" under all Coverage Parts except the Commercial General Liability Occurrence or Claims Made Coverage Parts and the Onsite Cleanup Coverage Part, other than "defense expenses" included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Insuring Agreement **A** of the Commercial General Liability Occurrence or Claims Made Coverage Parts for "damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and for related "defense expenses" included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.
 - 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under the Insuring Agreement **B** of the Commercial General Liability Occurrence or Claims Made Coverage Parts for the sum of all "damages" because of all "personal and advertising injury" arising out of any one offense and for related "defense expenses" included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.
 - 5. Subject to Paragraph 2. or 3. above, whichever is applicable, the Each Occurrence Limit is the most we will pay

under the Commercial General Liability Occurrence or Claims Made Coverage Parts for the sum of all:

- a. "Damages" for "bodily injury" and "property damage" under Insuring Agreement A; and
- b. Medical Expenses under Insuring Agreement C

because of all "bodily injury" and "property damage" arising out of any one "occurrence" and for related "defense expenses" included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.

- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under the Insuring Agreement A of the Commercial General Liability Occurrence or Claims Made Coverage Parts for "damages" because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner and for related "defense expenses" included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under the Insuring Agreement C of the Commercial General Liability Occurrence or Claims Made Coverage Parts for all medical expenses because of "bodily injury" sustained by any one person.
- 8. Subject to Paragraph 2. above, the Each Pollution Condition Limit is the most we will pay under the Insuring Agreement of the Contractors Pollution Liability Occurrence or Claims Made Coverage Parts for the sum of all:

- a. "damages", because of "bodily injury" and "property damage";
- b. "cleanup costs"; and
- c. "defense expenses"

arising out of any one "pollution condition".

- 9. Subject to Paragraph 2. above, the Errors and Omissions Liability Each Claim Limit is the most we will pay under the Insuring Agreement of the Errors and Omissions Liability Coverage Part for the sum of all:

- a. "damages" because of "bodily injury" and "property damage";
- b. "cleanup costs"; and
- c. "defense expenses"

arising out of any one "wrongful act" or series of related "wrongful acts".

- 10. Subject to Paragraph 2. above the Third Party Pollution Liability Each Pollution Condition Limit is the most we will pay under the Insuring Agreement of the Third Party Pollution Liability Coverage Part for the sum of all:

- a. "damages" because of "bodily injury" and "property damage";
- b. "cleanup costs"; and
- c. "defense expenses"

arising out of any one "pollution condition".

- 11. Subject to Paragraph 2., Onsite Cleanup Coverage Each Pollution Condition Limit is the most we will pay under the Onsite Cleanup Coverage Part for the sum of all "cleanup costs" arising out of any one "pollution condition".

12. The Limits of Insurance of this policy apply while this policy is in effect.

13. Subject to the terms and conditions of any separate deductible endorsement(s), which, if inconsistent with the provisions of this section, shall control, the Deductible Amount as stated in the Declarations shall apply as follows:

a. With respect to the Commercial General Liability Coverage Parts:

(1) if the Deductible Amount is on an each "claim" basis, the Deductible Amount shall apply to all payments for "damages", medical expenses and "defense expenses" made because of "bodily injury" sustained by any one person or "property damage" sustained by any one person or organization, as a result of any one "occurrence", or, in the case of medical payments, arising out of any one accident; and, with respect to "personal and advertising injury", to all payments for "damages" and "defense expenses" made because of "personal and advertising injury" sustained by any one person or organization;

(2) if the Deductible Amount is on an each "occurrence" basis, the deductible amount shall apply to all payments for "damages", medical expenses and "defense expenses" made because of all "bodily injury" or "property damage" as a result of any one "occurrence", or, in the case of medical expenses, arising out of any accident; and with respect to "personal and advertising injury", to all payments for "damages" and "defense expenses" made because of "personal and advertising injury" sustained by any one person or organization;

and

(3) The Deductible Amount shall first be applied to "defense expenses". Any remaining amount of the Deductible after payment of "defense expenses" shall be applied to "damages" and medical expenses.

b. With respect to the Insuring Agreement(s) of the Contractors Pollution Liability Occurrence or Claims Made Coverage Parts, and the Third Party Pollution Liability Coverage Part :

(1) the Deductible Amount applies to all payments for "damages" because of "bodily injury" or "property damage", "cleanup costs" and "defense expenses" made because of each "pollution condition"; and

(2) the Deductible Amount can be applied, at our option, to any combination of "defense expenses", "cleanup costs" or "damages" arising out of such "pollution condition".

c. With respect to the Insuring Agreement of the Errors and Omissions Liability Coverage Part;

(1) the Deductible Amount applies to all payments for "damages" because of "bodily injury" or "property damage", "cleanup costs" and "defense expenses" made because of each "wrongful act" or series of related "wrongful acts";

(2) the Deductible Amount can be applied, at our option, to any combination of "defense expenses", "cleanup costs" or "damages" arising out of such "pollution condition".

- d. With respect to the Insuring Agreement of the Onsite Cleanup Coverage Part, the Deductible Amount applies to all payments for "cleanup costs" because of each "pollution condition".
- e. All Deductible Amounts, including any "defense expense" component, are included within and reduce the Limits of Insurance set forth above. With respect to the Commercial General Liability Coverage Parts, "defense expenses" are included within and reduce the Deductible Amount, but once the Deductible Amount has been exhausted, "defense expenses" thereafter incurred are no longer within and do not reduce the Limits of Insurance.

With respect to any of the Deductible Amounts described above, we, at our sole election and option, may:

- (1) Pay any part or all of the Deductible Amount to effect settlement of any "claim" or "suit", and upon notification of the action taken, you shall promptly reimburse us for such the Deductible Amount that has been paid by us; and
- (2) Upon receipt of notice of any "claim" or at any time thereafter, call upon you to pay or deposit with us all or any part of the Deductible Amount, to be held and applied by us as herein provided.

SECTION V - COMMON EXCLUSIONS

The following exclusions apply to all Coverage Parts attached to this Policy except where specifically noted:

This Policy does not apply to "damages", "defense expenses", "cleanup costs", or any loss, cost or expense, or any "claim" or

"suit":

1. Aircraft, Auto Rolling Stock Or Watercraft

Based upon or arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock, rail car, locomotive or watercraft owned or operated by or rented or loaned to, or in the control of, any insured. Use includes operation and "loading or unloading".

This exclusion applies even if:

- a. The "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another by that insured, or if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock, rail car, locomotive or watercraft that is owned or operated by or rented or loaned to any insured; or
- b. The "occurrence" or "pollution condition" takes place after "loading or unloading" is completed, regardless of whether the aircraft, "auto", rolling stock, rail car, locomotive or watercraft is or was owned or operated by or rented or loaned to, or in the control of any insured; or
- c. The "occurrence" or "pollution condition" is included in the "products-completed operations hazard".

This exclusion does not apply to:

- a. A watercraft while ashore on premises you own or rent;

b. A watercraft you do not own that is:

- (1) Less than twenty-six (26) feet long; and
- (2) Not being used to carry persons or property for a charge;

c. Parking an "auto" on, or on the roadway near premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

d. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

e. "Bodily injury" or "property damage" arising out of:

- (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (2) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

2. Contractual Liability

Based upon or arising out of any liability for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":

a. That the insured would have in the absence of the contract or agreement; or

b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney's fees and necessary litigation expenses incurred by or for a party other than an insured shall be deemed to be "damages" because of "bodily injury" or "property damage", and not "defense expenses" if:

- (1) Liability to such party for, or for the cost of, that party's defense has also been assumed by the insured in the same "insured contract"; and
- (2) Such attorney's fees and litigation expenses are: (i) for defense of that party against a "suit"; and (ii) recovered in a "suit" by that party against the insured.

3. Criminal, Fraudulent Or Dishonest Acts

Based upon or arising out of:

- a. Any criminal, fraudulent, or dishonest act, omission or offense committed by the insured. But with respect to only the Errors and Omissions Liability Coverage Part, we shall defend any allegations concerning this item a., against the insured, if such allegations involve a "claim" to which this insurance otherwise applies, until judgment or other final adjudication establishes, or if such insured admits, that such act, omission or offense was committed, or personally acquiesced in, by such insured;
- b. Any act, omission or offense committed by the insured with

knowledge of its wrongful nature or with the intent to cause damage;

- c. The obtaining by the insured of any profit, gain or advantage to which the insured is not legally entitled; or
- d. Violation of the provisions of the Racketeer Influenced and Corrupt Organization Act 18 U.S.C. Sections 1961 et seq. by the insured.

4. Capital Expenditure

Based upon or arising out of any expenditure or improvement that would qualify as a "capital expenditure".

5. Expected Or Intended Injury

Except as provided in 3. above, based upon or arising out of "bodily injury" or "property damage" or any "pollution condition" that was expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

6. Cross Suits

Brought by any Named Insured against any other Named Insured.

7. Employer's Liability

Based upon or arising out of "bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" identified in

Paragraph a. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and this exclusion also applies to any obligation to share "damages" with or repay another who may be liable to pay "damages" because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

8. Employment-Related Practices

Based upon or arising out of any:

- a. Refusal to employ a person;
- b. Termination of a person's employment; or
- c. Employment-related practices, policies, acts or omissions, including, but not limited to, allegations of discrimination by any insured against any person on the basis of age, color, race, sex, creed, national origin, marital status, handicap, physical disability, sexual preference, or allegations of coercion, demotion, negative performance evaluation, reassignment, discipline, defamation, harassment, humiliation, assault, or battery; or
- d. Liability to the spouse, child, parent, brother or sister of that person as a consequence of an injury to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and this exclusion also applies to any obligation to share "damages" with or repay another who

may be liable to pay "damages" because of the injury.

9. Executive Officer

Based upon or arising out of the serving by any insured as an "executive officer", director, partner, trustee or "employee" of an organization, partnership, joint venture, limited liability company, trust or other business enterprise that is not named in the Declarations.

10. Nuclear Energy Liability

- a. Involving any insured who is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. Involving the "hazardous properties" of "nuclear material" and with respect to which:
 - (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- c. Under any medical payments coverage, involving expenses incurred with respect to "bodily injury" resulting from the "hazardous

properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

- d. Under any liability coverage, involving "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material":

(a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this item c. applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion only, "property damage" includes all forms of radioactive contamination of property.

11. Other Enterprises

Against any organization, partnership, joint venture, limited liability company,

trust or other business enterprise that is not named in the Declarations, or included Section III – Who Is An Insured, or otherwise included by endorsement to this policy.

12. Workers Compensation And Similar Laws

- a. Based upon or arising out of any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law, including without limitation, "bodily injury" to any person, whether or not an "employee" of any insured.

Exclusions 1., 7. and 12. above, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions and indicated in the Declarations.

13. Distribution or Disclosure of Material in Violation of Statutes

Based upon or arising out of any act or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information;

- d. The Fair and Accurate Credit Transactions Act of 2003 (FACTA), including any amendment of or addition to such law; or

- e. Any statute, ordinance or regulation other than FACTA that prohibits, restricts or governs the disclosure of material to prevent or minimize identity theft.

14. Punitive or Multiplied Damages

For punitive damages or the multiplied portion of treble or other multiplied damages, or that arise out of that portion of any "claim" or "suit" seeking or awarding punitive damages or the multiplied portion of treble or other multiplied damages.

SECTION VI -COMMON CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy, but in no event shall such bankruptcy or insolvency obligate us to pay any part or all of any applicable Deductible or Self Insured Retention, or otherwise impose any obligation on us under this Policy before the Deductible or any Self Insured Retention is satisfied.

2. Cancellation And Nonrenewal

The following provisions regarding cancellation and nonrenewal apply except to the extent that they, or any of them, are inconsistent with state laws or regulations applicable to surplus lines insurers, in which event, they will be deemed amended to be in conformity with such laws or regulations. This Policy may be cancelled by the First Named Insured by surrender thereof to us or by mailing to us written notice stating when thereafter the cancellation shall be effective. We may cancel or

decide not to renew this Policy by mailing a written notice to the First Named Insured at the address shown in the Declarations of this Policy. The mailing of notice of cancellation shall be sufficient notice, and the effective date of cancellation stated in such notice shall be deemed to constitute the end of the "policy period". The effective dates of such cancellation shall be not less than thirty (30) days (ten (10) days for non-payment of premium) following mailing of the notice of cancellation to the First Named Insured.

Hand delivery of such written notice either by the First Named Insured or by us (or by either's designee) shall be equivalent to mailing. If this Policy is issued to comply with any law or regulation that requires notice of cancellation or nonrenewal to any governmental body, cancellation or nonrenewal shall not be effective until the required notice has been provided by you or us.

This Policy is subject to a ten percent (10%) short rate penalty if you cancel the Policy or if we cancel the Policy because of your non-payment of premium. We will treat your failure to timely reimburse us for any Deductible Amount to constitute non-payment of premium. Subject to such short-rate penalty, the applicable unearned premium shall be returned to the First Named Insured as soon as practicable following the effective date of the cancellation. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of the effective date of the cancellation. If we cancel this Policy for any reason other than for non-payment of premium, we will return to you the pro rata amount of the unearned premium.

3. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured shown in the Declarations is the only insured authorized to request changes in the terms of this Policy. Any changes in the terms of this Policy must be made with our consent. This Policy's terms can be amended or waived only by an endorsement issued by us and made a part of this Policy.

4. Duties In The Event Of An Occurrence, Offense, Wrongful Act Or Pollution Condition

You and any other involved insured must see to it that we are notified, in writing, as soon as practicable of an "occurrence", offense, "wrongful act" or "pollution condition" which may result in a "claim" or "suit" against any insured. To the extent possible, such written notice to us should include:

- (1) How, when and where the "occurrence", offense, "wrongful act" or "pollution condition" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence", offense, "wrongful act" or "pollution condition".

5. Duties In The Event Of A Claim Or Suit

The duties outlined in this Condition apply only to the following Coverage Parts: Commercial General Liability Occurrence, Commercial General Liability Claims Made, Contractors Pollution Liability Occurrence, Contractors Pollution Liability Claims

Made, Errors and Omissions Liability, and Third Party Pollution Liability, respectively:

a. If a "claim" is received by, or "suit" is brought against, any insured, you and any other involved insured must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received;

(2) Notify us, in writing, as soon as practicable of the receipt of the "claim" or the bringing of the "suit";

(3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(4) Authorize us to obtain records and other information;

(5) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any insured.

b. No insured may, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Duties In The Event Of A Potential Claim

If: (1) during the "policy period" you first become aware of an "occurrence", offense, "wrongful act" or "pollution condition" that reasonably may result in a "claim" against you; and (2) such "occurrence", offense, "wrongful act" or

"pollution condition" did not occur before the Retroactive Date, then you must provide written notice to us about that "occurrence", offense, "wrongful act" or "pollution condition" during the "policy period". If such notice is received by us during the "policy period", and this Policy has not been renewed upon expiration of the "policy period", then any "claim" made against you after the "policy period" resulting from that "occurrence", offense, "wrongful act" or "pollution condition" shall be deemed, for the purposes of the Commercial General Liability Claims Made Coverage Part, the Contractors Pollution Liability Claims Made Coverage Part, the Errors and Omissions Liability Coverage Part and the Third Party Pollution Liability Coverage Part, to have been made on the date such written notice is received by us. This provision shall not apply to "occurrences", offenses, "wrongful acts", "pollution conditions" or potential "claims" of which you or any insured first became aware or reported during any Extended Reporting Period.

If you notify us of that "occurrence", offense, "wrongful act" or "pollution condition", then such notice must include:

a. A description of the "occurrence", offense, "wrongful act" or "pollution condition" that took place including the date and where it occurred;

b. The names and addresses of any persons involved and any witnesses;

c. The nature and location of any damage that has or may result from the "occurrence", offense, "wrongful act" or "pollution condition"; and

d. Why any insured believes that the "occurrence", offense, "wrongful act" or "pollution condition" may result in a "claim".

7. Headings

The description contained within the headings and subheadings of this Policy are provided solely for convenience. The headings form no part of the terms and conditions of coverage provided hereunder.

8. Inspections And Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to our assessment of insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

9. Legal Action Against Us

No person or organization has a right under this Policy:

a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement, or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

10. Multiple Coverages Limitation

If one or more of the Contractors Pollution Liability Occurrence Coverage Part, the Contractors Pollution Liability Claims Made Coverage Part, the Errors and Omissions Liability Coverage Part, the Third Party Pollution Liability Coverage Part or the Onsite Cleanup Coverage Part of this Policy apply to an "occurrence", offense, "wrongful act" or "pollution condition" or related "occurrences", offenses, "wrongful acts" or "pollution conditions", then the Commercial General Liability Occurrence or Claims Made Coverage Part shall not apply to the same or related "occurrences", offenses, "wrongful acts" or "pollution conditions".

If more than one Coverage Part of this Policy, or any other policy issued to any insured by us or any of our affiliated companies, applies to the same "occurrence", offense, "wrongful act" or "pollution condition", or applies to related "occurrences", offenses, "wrongful acts" or "pollution conditions", then the maximum limit of insurance under all such Coverage Parts and policies shall not exceed the highest applicable limit of insurance available under any one applicable Coverage Part and the corresponding deductible for that Coverage Part.

This condition does not apply to any insurance policy or Coverage Part issued by us or an affiliated company

specifically to apply as excess insurance over this Coverage Part.

Subject to the terms, conditions and limits of individual Coverage Parts or policies, if we provide coverage to you under successive or overlapping Coverage Parts or policies that apply to more than one policy period, under no circumstances will we or any affiliated company be liable for coverage under more than one such Coverage Part or policy with respect to any continuous, progressive, repeated, intermittent or related "occurrence", offense, "wrongful act" or "pollution condition".

11. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under one or more of the Commercial General Liability Occurrence or Claims Made Coverage Parts, the Contractors Pollution Liability Occurrence or Claims Made Coverage Parts, the Errors and Omissions Liability Coverage Part, the Third Party Pollution Liability Coverage Part or the Onsite Cleanup Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) Where any Coverage Part or coverage form attached hereto provides coverage on a claims-made and reported basis, such coverage is excess over, and shall not contribute with, any

other insurance, whether primary, excess, contingent or on any other basis:

(a) That is effective prior to the beginning of the "policy period" shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:

(i) No Retroactive Date is shown in the Declarations of this insurance; or

(ii) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;

(b) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";

(c) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(d) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(e) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion 1.

(2) Where any Coverage Part or coverage form attached hereto provides coverage on other than

a claims-made and reported basis, such coverage is excess over, and shall not contribute with, any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion 1.
- (3) Any other primary insurance available to you covering liability for "damages" arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty, under any Coverage Part, to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those

other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

12. Premium Audit

- a. We will compute all premiums for this Policy in accordance with our

rules and rates.

- b. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the First Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the "policy period" is greater than the earned premium, we will return the excess to the First Named Insured.
- c. Audits will not reduce the minimum retained premium. The due date for audit premiums is the date shown as the due date on the bill.
- d. The First Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

13. Premiums

This policy is subject to a minimum retained premium. The First Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

14. Representations

By accepting this Policy, you agree that:

- a. All of the information and statements provided to us by you are true, accurate and complete. This Policy has been issued in reliance upon the truth and accuracy of those representations;

- b. No concealment, misrepresentation or fraud in the procurement of this Policy shall avoid or defeat recovery under this Policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which, if known by us, would have led us to refuse to enter into this contract with its current terms, conditions or pricing, or to provide coverage for a "claim" hereunder, will be deemed material; and

- c. Material concealment, misrepresentation or fraud may result in the denial of all insurance benefits under this Policy.

15. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the First Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured who becomes legally obligated to pay "cleanup costs" or against whom "claim" is made or "suit" is brought.

16. Transfer Of Rights And Duties Under This Policy

The insured's rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual named insured.

If any insured dies, that insured's rights and duties will be transferred to that insured's legal representative but only while acting within the scope of duties as legal representative. Until that insured's legal representative is

appointed, any one having proper temporary custody of that insured's property will have that insured's rights and duties but only with respect to that property.

17. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this Policy, those rights are transferred to us, and may, at our discretion, be enforced by us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them, but we do not have any obligation to enforce those rights.

18. Fraudulent Acts

If the insured commits fraud in proffering any "claim", this insurance shall become void from the date such fraudulent "claim" is proffered.

19. Assignment of Interest Limitation

Assignment of interest under this Policy shall not bind us unless we agree and endorse the assignment onto this Policy.

SECTION VII-COMMON DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or the specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or electronic means of communication; and

- b. Only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters are considered an "advertisement".

2. "Applicable laws" means the Comprehensive Environmental Response, Compensation and Liability Act, commonly known as CERCLA, (42 U.S.C. § 9601 et seq.); the Resource Conservation and Recovery Act, commonly known as RCRA, (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act, (33 U.S.C. § 1251 et seq.); the Clean Air Act, (42 U.S.C. § 7401 et seq.), the Occupational Safety and Health Act of 1970, (29 U.S.C. § 651 et seq.), and all other federal, state and local laws that regulate "pollution conditions" or the handling of "pollutants".

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; and
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish and death resulting from any of these at any time.

5. "Capital expenditure" means either money voluntarily spent or a charge voluntarily incurred, for additions or improvements to, or equipment for, your "location" or any part thereof. "Capital

expenditure" includes, but is not limited to, money spent or a charge incurred for the purpose of complying with any order or request of any regulatory agency that is intended, in whole or in part, to prevent or mitigate future "pollution conditions".

6. "Claim":

- a. With respect to the Commercial General Liability Occurrence Coverage Part, the Commercial General Liability Claims Made Coverage Part and the Errors and Omissions Liability Coverage Part, means a demand for "damages".
- b. With respect to the Contractors Pollution Liability Occurrence and Claims Made Coverage Parts and the Third Party Pollution Liability Coverage Part, means a request or a demand for "damages" or "cleanup costs". "Claim" also includes any directive, order, or requirement of, court order issued by, or "suit" brought by the Government of the United States, Canada, or any local, State or Provincial Government entity of the United States of America or Canada duly acting under the authority of any law related to the protection of the environment.

7. "Cleanup costs" means expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any "pollutants".

The cleanup is deemed to be complete, and we will have no further obligation to pay for "cleanup costs" upon final approval from the supervising governmental authority or upon satisfaction of the requirements identified within the American Society of Testing and Materials Guide For Risk

Based Corrective Action, which ever first occurs.

"Cleanup costs" does not include a "capital expenditure".

8. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

9. "Damages" means the monetary amount of any judgment, award or settlement that an insured becomes legally obligated to pay as a result of a "claim" or "suit". "Damages" does not include "cleanup costs", equitable or non-pecuniary relief, disgorgement of profits, sanctions, fines or penalties.

10. "Defense expenses" means, with respect to any "claim", "occurrence", "wrongful act" or "pollution condition" that we investigate or settle, or any "suit" against an insured we defend:

- a. all expenses we incur;
- b. the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
- c. all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work;
- d. all costs taxed against the insured in the "suit";
- e. prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer;
- f. all interest on the amount of any judgment that we pay which accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- g. those amounts paid by us under **2a.** through **2f.** of Section II – Defense Expenses.

"Defense expenses" do not include:

- a. Any fines or penalties whether administrative, civil or criminal;
- b. Salary costs of our employees; or

c. Those sums that are deemed to be "damages" because of "bodily injury" or "property damage", and not "defense expenses" under Section **V- Common Exclusions, paragraph 2. – Contractual Liability.**

11. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

12. "Employee":

- a. With respect to the Commercial General Liability Occurrence and Claims Made Coverage Parts, the Contractors Pollution Liability Occurrence and Claims Made Coverage Parts and the Third Party Pollution Liability Coverage Part, "employee" includes "leased workers". "Employee" does not include "temporary workers".
- b. With respect to the Errors and Omissions Liability Coverage Part, "employee" includes "leased workers" and "temporary workers" but solely for "professional services" performed on your behalf and under your direct supervision.

13. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

14. "Hazardous properties" includes radioactive, toxic or explosive properties.

15. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

16. "Impaired property" means tangible

property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or suspected to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

17. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under

which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, opinions, reports, surveys, field orders, change orders, or drawings or specifications; or

(b) Giving directions or instructions, or failing to give them; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render "professional services", including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

18. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased

worker" does not include a "temporary worker".

19. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, rolling stock, rail car, locomotive, watercraft or "auto";
- b. While it is in or on an aircraft, rolling stock, rail car, locomotive, watercraft or "auto"; or
- c. While it is being moved from an aircraft, rolling stock, rail car, locomotive, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, rolling stock, rail car, locomotive, watercraft or "auto".

20. "Location(s)" means the specific location(s) designated in an endorsement to the Third Party Pollution Liability Coverage Part or the Onsite Cleanup Coverage Part.

21. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide

mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical explorations, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

22. "Mold" means any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, scents, or byproducts resulting therefrom regardless of whether they are proved to cause disease, injury or damage.

23. "Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste";
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

24. "Nuclear material" means "source material", "special nuclear material" or "by-product material".

25. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

26. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

27. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

28. "Policy period" means the period shown in the Declarations, unless cancelled, in which event, the "policy period" ends on the date that such cancellation is effective.

29. "Pollutants" mean any solid, liquid, gaseous, thermal or biological irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste and any matter that by its presence, corrupts, defiles, contaminates or is harmful to the soil, air, or water, living things or the environment. Waste includes materials to be recycled, reconditioned or reclaimed.

It is understood that any substance or matter that is a "pollutant" does not lose its status as a "pollutant" because: (1) such substance or matter has, or may have, a useful function or purpose; or (2) the release, threatened release or presence of such substance or matter in any locale is not regulated, prohibited, remedied by, or the subject of, one or more "applicable laws".

30. "Pollution condition" means the discharge, dispersal, seepage, migration, release, escape, presence or movement of "pollutants".

Two or more "pollution conditions" arising out of the same or related acts of discharge, dispersal, seepage, migration, release, escape or movement of "pollutants" shall be deemed to be a single "pollution condition".

31. "Products-completed operations hazard":

- a. With respect to the Commercial

General Liability Coverage Part, includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work"; or

- b. With respect to the Contractors Pollution Liability Coverage Part, includes all "bodily injury" and "property damage" occurring away from premises you own or rent and caused by "pollution conditions" arising out of "your product" or "your work";

Except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- c. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the Policy Aggregate limit.

32. "Professional services" means those functions performed for others by you or by others on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory or construction manager.

33. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

34. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment thereof.

35. "Spent fuel" means any fuel element or fuel component, solid or liquid, which

has been used or exposed to radiation in a "nuclear reactor".

36. "Suit" means a civil proceeding in a court of a state or the United States in which the person instituting such proceeding seeks "cleanup costs" or "damages" for "bodily injury", "property damage", or "personal and advertising injury". "Suit" includes:

- a. An arbitration proceeding in which such "damages" or "cleanup costs" are sought and to which the insured submits with our consent; or
- b. Any other alternative dispute resolution proceeding in which such "damages" or "cleanup costs" are sought and to which the insured submits with our consent.

Solely as it relates to the Third Party Pollution Liability Coverage Part, "suit" does not include:

- a. Any request or demand that is not presented in the course of a civil proceeding before a court acting as an adjudicatory body; or
- b. Any notice from any governmental agency stating that any insured is or may be a party responsible for "damages" or "cleanup costs".

37. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

38. "Your Product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 39. "Your work":**
- a. Means:
- (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

40. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for such person's work performed for you.

41. "Waste" means any waste material:

- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any are processed primarily for its "source material" content; and
- b. Resulting from the operation by any person or organization of any "nuclear facility" included under subparts (a) and (b) of the definition of "nuclear facility".

42. "Wrap-up or Owner Controlled Insurance Plan" means a single insurance and loss control program for parties involved in a project, including the owners, administrators, contractors and subcontractors, which is controlled and authorized by the owner, construction manager, general contractor or financing administrator, and is applicable to one or more defined work sites. Such program includes, but is not limited to, workers' compensation and employers' liability, commercial general liability, umbrella and excess liability, builders' risk, architects' and engineers' errors and omissions liability, and environmental liability.

43. "Wrongful act" means an act, error or omission in the rendering or failure to render "professional services" by any insured covered under the Insuring Agreement of the Errors and Omissions Liability Coverage Part (EN0025).

SECTION VIII - EXTENDED REPORTING PERIODS

The following provisions apply only to the following Claims Made Coverage Parts: Commercial General Liability Claims Made, Contractors Pollution Liability Claims Made, Errors and Omissions Liability, and Third Party Pollution Liability:

1. We will provide one or more Extended Reporting Periods, as described below, if:

- a. This insurance is canceled or not renewed by us for any reason except non-payment of premium; or
- b. We renew or replace this Coverage Part with other insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations applicable to this Coverage Part; and
 - (2) Provides claims-made coverage for "bodily injury", "property damage" and "personal and advertising injury"; or
- c. We replace this Coverage Part with other insurance that applies to "bodily injury", "property damage", "personal and advertising injury", or "cleanup costs" on other than a claims-made basis.

However, there shall be no entitlement to this extension if cancellation or non-renewal is due to your:

- a. Failure to comply with the terms and conditions of this Policy; or
 - b. Misrepresentation, concealment or fraud.
- 2. Extended Reporting Periods do not extend the "policy period", or change the scope of coverage provided, or reinstate or increase the Limits of Insurance. Extended Reporting Periods apply only to "claims" for:**

- a. "Bodily injury" or "property damage" that occurs before the end of the "policy period", but not before the Retroactive Date, if any, and shown in the Declarations;
- b. "Personal and advertising injury" caused by an offense committed before the end of the "policy period", but not before the Retroactive Date, if any, and shown in the Declarations; or
- c. "Cleanup costs" caused by a "pollution condition" existing before the end of the "policy period", but not existing before the Retroactive Date, if any, and shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

- 3. A ninety (90) day Basic Extended Reporting Period is automatically provided without additional charge. The Basic Extended Reporting Period starts with the end of the "policy period". In order to benefit from the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if purchased, all "claims" must be duly reported to us, in writing, in accordance with Section VI – Common Conditions, 5. Duties In The Event Of A Claim Or Suit within the Common Provisions, and reported to us within the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if purchased.**

The Basic Extended Reporting Period does not apply to "claims" for "damages" or "cleanup costs" that are covered under any subsequent insurance you purchase, or that would apply but for exhaustion of the amount of insurance applicable to such "claims".

- 4. A Supplemental Extended Reporting Period is available, but only by**

endorsement and for an extra charge. We will determine the additional premium in accordance with our rules and rates. In doing so we may take into account, without limitation, the following:

- a. The risks to be insured;
- b. Previous types and amounts of insurance;
- c. Amounts paid or reserved under this Policy;
- d. Your "claims" history; and
- e. Other factors that, in our judgment, may be appropriate.

The additional premium will not exceed two hundred percent (200%) of the total annual premium for this Coverage Part to which the Endorsement for the Supplemental Extended Reporting Period would be attached and will be fully earned and non-refundable when the Endorsement takes effect.

5. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends, and terminates twenty-four (24) months after the end of the Basic Extended Reporting Period.

You must give us a written request for the Supplemental Extended Reporting Period Endorsement prior to the end of the "policy period". The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium within thirty (30) days of making your request for the Supplemental Extended Reporting Period Endorsement.

6. The Supplemental Extended Reporting Period endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a

provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectable insurance available to the insured, whether primary, excess, contingent or on any other basis whose policy period begins or continues after the Supplemental Extended Reporting Period starts.

7. Once purchased, we are not obligated to extend or renew any Supplemental Extended Reporting Period.

Neither the Basic Extended Reporting Period nor the Supplemental Extended Reporting Period, if purchased, reinstates or increases the Limits of Insurance.

COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE PART

PROVISIONS

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

All exclusions, conditions or definitions contained within this Coverage Part are provided in addition to any applicable exclusions, conditions and definitions provided within the Common Provisions which are incorporated in this Coverage Part and to which this Coverage Part is attached.

SECTION I - INSURING AGREEMENTS

1. Insuring Agreement A - Bodily Injury And Property Damage

- a. We will pay, in excess of the Deductible shown in the Declarations, those sums that the insured becomes legally obligated to pay as "damages" for "bodily injury" or "property damage" to which this insurance applies. We may, at our discretion, investigate any "occurrence" and settle any "claim" or "suit" that may result. But the amount we will pay for "damages" is limited as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section I - Defense or Section II - Defense Expenses within the Common Provisions.

- b. This insurance applies to "bodily injury" and "property damage" only if

all of the following conditions are met:

- (1) Before the "policy period", no insured had knowledge of any "occurrence" that could reasonably give rise to a "claim" under this Policy;
- (2) Neither the "claim" for that "bodily injury" or "property damage", nor the "occurrence" resulting in that "bodily injury" or "property damage" were reported under any policy in effect before the "policy period" or disclosed in the application for this Policy;
- (3) No fact, incident or circumstance involving an "occurrence" or offense that reasonably would have resulted in a "claim" for that "bodily injury" or "property damage" was reported under any policy in effect before the "policy period" or disclosed in the application for this Policy;
- (4) That "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (5) That "bodily injury" or "property damage" first occurs during the "policy period"; and
- (6) A "claim" for "damages" for that "bodily injury" or "property damage" is made against any insured and reported to us in accordance with the provisions set forth in Section VI Common Conditions, 5. Duties In The

Event Of A Claim Or Suit within
the Common Provisions.

2. Insuring Agreement B - Personal And Advertising Injury

- a. We will pay, in excess of the Deductible shown in the Declarations, those sums that the insured becomes legally obligated to pay as "damages" for "personal and advertising injury" to which this insurance applies. We may, at our discretion, investigate any offense and settle any "claim" or "suit" that may result. But the amount we will pay for "damages" is limited as described in Section IV -Limits Of Insurance And Deductible within the Common Provisions.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section I – Defense or Section II – Defense Expenses within the Common Provisions.

- b. This insurance applies to "personal and advertising injury" only if all of the following conditions are met:
- (1) Before the "policy period", no insured had knowledge of any offense that could reasonably give rise to a "claim" under this Policy;
 - (2) The "claim" for that "personal and advertising injury" was not reported under any policy in effect before the "policy period" or disclosed in the application for this Policy;
 - (3) No fact, incident or circumstance involving an "occurrence" or offense that reasonably would have resulted in a "claim" for that "personal and advertising injury" was reported under any policy in effect before the "policy period"

or disclosed in the application for
this Policy;

- (4) The offense out of which the "claim" arises first took place during the "policy period";
- (5) The "personal and advertising injury" is caused by an offense committed in the "coverage territory"; and
- (6) A "claim" for "damages" for the "personal and advertising injury" is made against any insured and reported to us in accordance with the provisions set forth in Section VI -Common Conditions, 5. Duties In The Event Of A Claim Or Suit within the Common Provisions.

3. Insuring Agreement C - Medical Payments

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

Provided that:

- (a) The accident takes place in the "coverage territory" and during the "policy period";
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the limits of insurance stated in the Declarations. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

Medical Payments do not apply to any medical expenses for patients, clients, or residents of the Named Insured.

SECTION II - ADDITIONAL EXCLUSIONS

- 1. The following additional exclusions apply to Insuring Agreement **A** - Bodily Injury And Property Damage and Insuring Agreement **B** - Personal And Advertising Injury in addition to those contained within the Common Provisions:

This Policy does not apply to "damages", "defense expenses", "cleanup costs", or any loss, cost or expense, or any "claim" or "suit":

a. Mold

- (1) Based upon or arising out of any actual, alleged or threatened contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal seepage, migration, release, escape, presence, growth or reproduction of "mold";
- (2) Involving any:
 - (a) Request, demand, order or statutory or regulatory

requirement that any insured or others test for, monitor, clean up, remove, abate, mitigate, remediate, dispose of, contain, treat, detoxify or neutralize, or in any way respond to, or assess the concentration or effects of "mold"; or

- (b) Testing for, monitoring, cleaning up, removing, abating, mitigating, remediating, disposing of, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the concentration or effects of "mold".

Items (2)(a) and (2)(b) above apply, without limitation, to any actual or alleged supervision, instructions, recommendations, warnings or advice given or which should have been given by any insured or others with respect to the actions described in (2)(a) and (2)(b) above.

This Exclusion applies to:

- (a) "Bodily injury", "property damage" and "personal and advertising injury" regardless of whether such coverage is included within the "products-completed operations hazard";
- (b) Any obligation to share "damages" with or repay someone else who must pay "damages"; and
- (c) "Mold" existing, emanating from or moving anywhere indoors or outdoors.

b. Recall Of Products, Work or Impaired Property

Based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition therein.

This Exclusion does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions and indicated in the Declarations.

c. Professional Services

Based upon or arising out of any insured's rendering or failure to render "professional services".

d. Electronic Data

Based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

e. Pollution-Related

- (1) For "bodily injury", "property damage" or "personal and advertising injury" based upon or arising out of the actual, alleged or threatened discharge,

dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured, However, this subparagraph does not apply to:

- i "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- ii "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- iii "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- i Any insured; or
- ii Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- i "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold,

store or receive them, This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- ii "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- iii "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way

respond to, or assess the effects of, "pollutants"; or

- (2) Based upon or arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (3) By or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

Paragraphs (2) and (3) do not apply to liability for "damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such "claim" or "suit" by or on behalf of a governmental authority.

2. The following additional exclusions apply to Insuring Agreement A - Bodily Injury And Property Damage in addition to those contained within the Common Provisions:

Insuring Agreement A does not apply to "damages", "defense expenses", or any loss, cost or expense, or any "claim" or "suit" for:

a. Asbestos

"bodily injury" or "property damage" based upon or arising out of:

- (1) Asbestos, asbestos fibers, asbestiform talc or any material or substances containing

asbestos, asbestos fibers or asbestiform talc, or exposure to asbestos, asbestos fibers or asbestiform talc in any form, or any asbestos related injury, including but not limited to, asbestosis mesothelioma and bronchogenic carcinoma; or

- (2) The use, exposure, presence, existence, detection, removal, elimination or avoidance, in any building or structure, the atmosphere or any other part of the environment, building or structure of asbestos, asbestos fibers, asbestiform talc or any material or substances containing asbestos, asbestos fibers or asbestiform talc.

b. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
(2) A delay or failure by you or any one acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

c. Damage To Property

"Property damage" arising out of:

- (1) Property you own, rent, or occupy, including, without limitation, any costs or expenses

incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, or the prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of such premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions and stated in the Declarations.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

d. Damage To Your Product

"Property damage" to "your product", or any part of it.

e. Damage To Your Work

"Property damage" to "your work" or any part of it and included in the "products-completed operations hazard".

f. Lead Contamination

- (1) Bodily injury" arising out of the ingestion, inhalation or absorption of lead;
- (2) "Property damage" arising out of lead;
- (3) Any loss, cost or expense arising out of any request, demand or order that any insured or any person test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- (4) Any loss, cost or expense arising out of any "claim" or "suit" for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

g. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

h. Personal And Advertising Injury

"Personal and advertising injury".

i. War

"Bodily injury" or "property damage", however caused, arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Wrap-up

"Bodily injury" or "property damage" arising out of any project in which the insured participated for which a "Wrap-up or Owner Controlled Insurance Plan" was provided.

3. The following additional exclusions apply to Insuring Agreement B - Personal And Advertising Injury in

addition to those contained within the Common Provisions:

Insuring Agreement B does not apply to "damages", "defense expenses", or any loss, cost or expense, or any "claim" or "suit":

a. Breach Of Contract

Based upon or arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

b. Electronic Chatrooms Or Bulletin Boards

Based upon or arising out of electronic chatroom or bulletin board that the insured hosts, owns, or over which the insured exercises control.

c. Infringement Of Copyright, Patent, Trademark Or Trade Secret

Based upon or arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights, including, without limitation, false patent marking and provisional or royalty rights from or during any period from the date of filing of the application for patent to the date of issuance as a patent.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

d. Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content

or websites for others; or

- (3) An Internet search, access, content or service provider.**

However, this exclusion does not apply to paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury".

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

e. Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

f. Material Published Prior To Policy Period

Based upon or arising out of oral or written publication of material whose first publication took place before the "policy period".

g. Material Published With Knowledge Of Falsity

Based upon or arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

h. Quality Or Performance Of Goods - Failure To Conform To Statements

Based upon or arising out of the failure of goods, products or services to conform with any statement of

quality or performance made in your "advertisement".

i. Unauthorized Use Of Another's Name Or Product

Based upon or arising out of the unauthorized use of another's name, product or designation of origin in your e-mail address, domain name or metatag, or any other similar acts to mislead another's potential customers.

j. Wrong Description Of Prices

Based upon or arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

- 4. The following exclusions apply to Insuring Agreement C - Medical Payments in addition to those contained within the Common Provisions:**

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

c. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

d. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

e. Insuring Agreement A Exclusions

Excluded under Insuring Agreement A.

f. Lead Contamination

To any person injured in any way by lead in any form.

g. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

h. War

However caused, arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Occurrence Part and the corresponding deductible for that Coverage Parts.

2. Continuous or Progressive Damage or Injury

"Bodily injury" or "property damage" occurring or existing partly before and partly during the "policy period", or "personal and advertising injury" arising out of an offense, or arising out of the first of related offenses, committed partly before and partly during the "policy period", will be deemed to have occurred, existed or been committed before the "policy period".

If the date cannot be determined upon which such "bodily injury" or "property damage" first occurred or existed, or the date cannot be determined upon which such offense, or the first of related offenses was first committed, then, for the purposes of policies issued by us, such "bodily injury" or "property damage" will be deemed to have occurred or existed, and such offense or the first of related offenses will be deemed to have been committed before the "policy period".

SECTION III -ADDITIONAL CONDITIONS

1. Non-Stacking Of Limits Of Insurance

If the Limits of Insurance of more than one Commercial General Liability Occurrence Coverage Part issued by us or any of our affiliated companies applies to the same or related "occurrence" or offense, then the maximum Limit of Insurance under all such Commercial General Liability Occurrence Coverage Parts shall not exceed the highest applicable Limits of Insurance available under any one Commercial General Liability

CONTRACTORS POLLUTION LIABILITY OCCURRENCE COVERAGE PART

PROVISIONS

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

All exclusions, conditions or definitions contained within this Coverage Part are provided in addition to any applicable exclusions, conditions and definitions provided within the Common Provisions which are incorporated in this Coverage Part and to which this Coverage Part is attached.

SECTION I - INSURING AGREEMENT

1. Contractors Pollution Liability

- a. We will pay, in excess of the Deductible shown in the Declarations, those sums the insured becomes legally obligated to pay:

(1) As "damages" for "bodily injury" or "property damage"; and

(2) For "cleanup costs";

resulting from a "pollution condition" that was caused by an "occurrence" and to which this insurance applies. We may, at our discretion, investigate any "occurrence" or "pollution condition" and settle any "claim" or "suit" that may result. But the amount we will pay is limited as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions.

- b. This insurance applies to "bodily injury", "property damage" and

"cleanup costs" only if all of the following conditions are met:

(1) Before the "policy period", no insured had knowledge of any "occurrence" or "pollution condition" that could reasonably give rise to a "claim" under this Policy;

(2) Neither the "claim" against you for that "bodily injury", "property damage" or "pollution condition", nor the "occurrence" resulting in that "bodily injury", "property damage" or that "pollution condition" were reported under any policy in effect before the "policy period" or disclosed in the application for this Policy;

(3) No fact, incident or circumstance involving an "occurrence" or "pollution condition" that reasonably would have resulted in a "claim" against you for that "bodily injury" or "property damage" or those "cleanup costs" was reported under any policy in effect before the "policy period" or disclosed in the application for this Policy;

(4) The "bodily injury", "property damage" or "cleanup costs" resulted from a "pollution condition" caused by an "occurrence" that took place within the "coverage territory";

(5) The "occurrence" arises out of "your work" performed during the "policy period", or "your product" delivered during the "policy period", except for "bodily injury"

or "property damage" arising out of the "products-completed operations hazard" of "your product" or "your work";

- (6) The "bodily injury", "property damage", or "pollution condition" resulting in "cleanup costs", first occurs during the "policy period"; and
- (7) A "claim" for "damages" for that "bodily injury" or "property damage", or for "cleanup costs" for that "pollution condition" is made against any insured and reported to us in accordance with the provisions set forth in Section VI Common Conditions, 5. Duties In The Event Of A Claim Or Suit within the Common Provisions.

SECTION II - ADDITIONAL EXCLUSIONS

The following additional exclusions apply to the Contractors Pollution Liability Coverage Part in addition to those contained within the Common Provisions:

This Policy does not apply to "damages", "defense expenses", "cleanup costs" or any other loss, cost or expense, or any "claim" or "suit":

1. Damage To Impaired Property Or Property Not Physically Injured

Based upon or arising out of "property damage" to, or "cleanup costs" for, "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or any one acting on your behalf to perform a contract or agreement in accordance

with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

2. Damage To Property

Based upon or arising out of "property damage" to, or "cleanup costs" for, any real or personal property or facility that, in whole or in part, was rented to, occupied by or in the care, custody and control of any insured at any time. However, this exclusion does not apply to "property damage" associated with real property in which covered contracted operations are or were being performed by any insured.

3. Damage To Your Product

Based upon or arising out of "property damage" to "your product" or any part of it.

4. Damage To Your Work

Based upon or arising out of "property damage" to "your work" or any part of it and included in the "products-completed operations hazard".

However, this exclusion does not apply:

- a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- b. To the completed operations included in the "products-completed operations hazard" whether performed by you or on your behalf.

5. Professional Services

Based upon or arising out of any insured's rendering or failure to render

any "professional services".

However, this exclusion does not apply when an endorsement for specified "professional services" is added to this Coverage Part or where such services are incidental to the designated operations stated on a Designated Operations Coverage Endorsement applicable to this Coverage Part.

SECTION III - ADDITIONAL CONDITIONS

1. Non-Stacking Of Limits Of Insurance

If the Limits of Insurance of more than one Contractors Pollution Liability Occurrence Coverage Part issued by us or any of our affiliated companies applies to the same or related "occurrence" or "pollution condition", then the maximum Limit of Insurance under all such Contractors Pollution Liability Occurrence Coverage Parts shall not exceed the highest applicable Limits of Insurance available under any one Contractors Pollution Liability Occurrence Coverage Part and the corresponding deductible for that Coverage Part.

2. Continuous or Progressive Damage or Injury

"Bodily injury", "property damage" or "cleanup costs" resulting from a "pollution condition" occurring or existing partly before and partly during the "policy period" will be deemed to have occurred or existed before the policy period.

If the date cannot be determined upon which such "bodily injury", "property damage" or "pollution condition" first occurred or existed then, for the purposes of policies issued by us, such "bodily injury", "property damage" or "pollution condition" will be deemed to have occurred or existed before the "policy period".



CRUM & FORSTER®

A FAIRFAX COMPANY

EMERGENCY RESPONSE HOTLINE INFORMATION

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!

The Crum & Forster Spill Reporting Program

1-855-942-2325

As part of our value added policy services, Crum & Forster has established an Emergency Response Hotline for immediate reporting of pollution events or other events requiring immediate action or emergency response. The telephone number for the Hotline is noted above.

The **Environmental Casualty Notice Of Loss Endorsement (EN0052)** has been provided as part of your policy and outlines the instructions and information necessary to make a full report of such an incident. Immediate reporting of such events ensures timely notice to us of pollution claims as well as other claims that may require immediate response.

Please use the hotline to notify us immediately of any situation you encounter that may lead to a pollution claim.

Using the hotline may help you to fulfill some of your responsibilities to us. Reimbursement of *emergency environmental response costs* is conditioned on timely reporting by use of the Emergency Response Hotline.

The **Claims Reporting Endorsement (EN0004)** provides instructions and information for reporting all other non-emergency claims, incidents and occurrences.

Crum & Forster also has a **Spill Response Information Packet** available by request. It is designed for facilities, project sites and vehicles to provide easy reference to incident response measures and information. The packet contains:

- Initial Incident Questionnaire form;
- Crum & Forster Spill Reporting Program brochure;
- Chemical Incident Response Decision Logic sheet;
- Accident Documentation Card templates;
- Witness Statement forms;
- Wallet Card templates;
- Crum & Forster Spill Response Program Sticker templates; and
- Spill Control Equipment brochure.

All of the templates are pre-formatted for easy printing.

Please note that the Environmental Casualty Notice Of Loss Endorsement and Spill Response Information Packet are tools to aid you in gathering the necessary claim, incident or occurrence information. By providing these tools, we do not guarantee coverage under the policy or relieve you of any of your duties or obligations under the policy. Please carefully read and understand the coverage form and your duties and obligations within the policy.



CRUM & FORSTER®

A FAIRFAX COMPANY

ENVIRONMENTAL CASUALTY NOTICE OF LOSS

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!

THE C&F SPILL REPORTING PROGRAM

1-855-942-2325

When you have a claim or "loss" (including spills)

1. Notify your insurance agent or broker immediately.
2. Complete this form as completely as possible.
3. Be sure to include any demand letters, lawsuits, regulatory reports and/or, directives, etc.
4. Report the claim to us immediately by emailing this form to **crumandforsternol@cfins.com**; calling **800-690-5520** or faxing this form to **877-622-6204**.

Date of Report:		Date of Loss:	
Name of Person Reporting Loss:		Phone:	
Name of Insured:		Policy Number:	
Address:			
City:	State:	Zip:	
Phone:		FAX:	
Insured Contact:		E-Mail:	
Brokerage/Agency:		Contact Name:	
Brokerage/Agency Contact Phone:			

LOSS INFORMATION:

Name of Claimant	Phone:
Address of Claimant	E-Mail:
Location of Loss (Street Address and/or GPS Coordinates):	
Description of Loss:	

RESPONDING AGENCIES:

EN0052-0816

Fire/Police Department(s):		
Officer		Badge No.:
Address:		Phone:
Other Authorities or Contactors		
Entity	Contact:	Phone

COMPLETE FOR AUTO LOSSES

INSURED DRIVER INFORMATION:		
Company Name:		
Driver Name:		SSN:
Driver Home Address:		Phone:
City:	State:	Zip:
Driver's License No. and State of Issuance:		
Co-Driver Name:		SSN:
Co- Driver Home Address:		Phone:
City:	State:	Zip:
Co-Driver's License No. and State of Issuance:		

INSURED'S VEHICLE INFORMATION:			
Truck/Tractor No.:	Year:	Make:	VIN:
1 st Trailer No.:	Year:	Make:	VIN:
2 nd Trailer No.:	Year:	Make:	VIN:

INSURED CARGO INFORMATION:			
What type of cargo were you hauling?			
Was it hazardous material?	Y / N	Did it spill?	Y / N
Estimated Quantity Spilled:	Gallons:	Ground Water Affected?	Y / N
Describe the extent of the spill and actions taken to contain/remediate:			

OTHER VEHICLE INFORMATION:				
Owner Name:			Phone:	
Address:			Phone:	
City:		State:		Zip:
Year:	Color:	Make	VIN:	
Driver Name:			SSN::	
Driver Home Address:			Phone:	
City:		State:		Zip:
Driver's License No. and State of Issuance:				
Insurance Company:			Policy Number:	
Description of Damage:				

**If more than one other vehicle is involved, list the above information for each on a separate page and attach it to this report.*

WITNESS INFORMATION			
<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Type of Injury</u>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL MOLD EXCLUSION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

A. SECTION II – ADDITIONAL EXCLUSIONS is amended by the addition of the following:

This Policy does not apply to any “claim” based upon or arising out “mold”.

B. As stated under the Common Provisions, SECTION VII- COMMON DEFINITIONS, item 22:

“Mold” means any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, scents, or byproducts resulting therefrom regardless of whether they are proved to cause disease, injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIOR INCIDENTS AND PRIOR CONSTRUCTION
DEFECTS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

Under the Common Provisions, **SECTION V – COMMON EXCLUSIONS** is amended by the addition of the following:

This Policy does not apply to any "claim" based upon or arising out of "bodily injury" or "property damage" which has first occurred or begun prior to the effective date of this Policy, regardless of whether repeated or continued exposure to conditions which were a cause of such "bodily injury" or "property damage" occur during the "policy period" and cause additional, progressive or further "bodily injury" or "property damage".

This exclusion shall apply whether or not the insured's legal obligation to pay "damages" has been established as of the inception date of this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY ENVIRONMENTAL RESPONSE COSTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Emergency Environmental Response Costs – Each Incident Limit:	\$100,000
Emergency Environmental Response Costs – Aggregate Limit:	\$100,000

In consideration of the premium charged, and solely with respect to the coverage parts shown above, it is hereby agreed that:

- A. Solely with respect to coverage provided within this endorsement, the **Common Policy Conditions**, Section VII – **Common Definitions**, paragraph 7. is deleted in its entirety and replaced by the following:

7. "Cleanup costs" means:

- a. Expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification, or neutralization of any "pollutants"; or
- b. "Emergency environmental response costs" first incurred by the Insured during the "policy period".

The cleanup is deemed to be complete, and we will have no further obligation to pay for "cleanup costs" upon final approval from the supervising governmental or regulatory authority, or upon satisfaction of the requirements identified within the **American Society Of Testing And Materials Guide For Risk Based Corrective Action**, whichever occurs first.

"Cleanup costs" does not include any "capital expenditure".

- B. The **Common Policy Conditions**, Section VII – **Common Definitions** is amended by the addition of the following definition:

"Emergency environmental response costs" means reasonable and necessary expenses incurred by the Insured in the containment or remediation of soil, surface-water, groundwater or other contamination that must be incurred:

- a. In response to any unexpected and unintended "pollution condition" that requires immediate action for the safety of persons or property; and
- b. Within seventy-two (72) hours of discovery of such "pollution condition", or as approved by us in writing; and
- c. Utilizing a duly licensed and insured third-party emergency response contractor or other responder specifically referred to the insured by Crum & Forster's Spill Response service.

- C. As respects the coverage afforded by this Endorsement, the maximum amounts for which we are liable for "claims" arising from "emergency environmental response costs" are indicated in the Schedule shown above, and:
1. The Environmental Emergency Response Costs – Each Incident Limit is the most we will pay for the sum of all "environmental emergency response costs" arising out of any one covered "pollution condition";
 2. The Environmental Emergency Response Costs – Aggregate Limit is the most we will pay for the sum of all "claims" for all "environmental emergency response costs" under this Policy.
 3. The Environmental Emergency Response Costs – Each Incident Limit and Environmental Emergency Response Costs – Aggregate Limit are in addition to the respective limits shown in the Declarations.
 4. The Environmental Emergency Response Costs – Aggregate Limit applies to all applicable coverage parts, not individually to each coverage part.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART**

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the **Common Provisions**, Section **VI – Common Conditions** is amended by the addition of the following:

Limited Notice Of Cancellation

In the event that we cancel this Policy for any reason other than non-payment of premium and;

- a. The effective date of cancellation is prior to the expiration date of this Policy; and
- b. You are under an existing written contractual obligation to notify a certificate holder when this Policy is canceled and have provided to us, either directly or through your broker of record, the email address of a contact at each such certificate holder; and
- c. We received this information after you received notice of cancellation of this Policy and prior to the effective date of cancellation, via an electronic spreadsheet that is acceptable to us,

We will provide notice of cancellation via email to each such certificate holder within thirty (30) days of your providing such information to us. Proof of our emailing the notice of cancellation, using the information provided by you, will serve as evidence that we have satisfied our obligations under this condition.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Named Insured(s)	Address
Pot-O-Gold Facility Services, LLC TSWS Trucking, LLC TSWS, Inc.	

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the Named Insured(s) shown in the above Schedule of this endorsement shall be Named Insureds under this policy (collectively referred to as the Named Insured) and shall be treated under this policy as a Named Insured for coverage purposes, subject to all terms, conditions, limits and exclusions of this policy.

By accepting this policy, each Named Insured agrees that:

1. The statements contained the Declarations of this policy are true and accurate;
2. The statements made in the application and any supplemental materials submitted to us are true, accurate and complete, and that such statements and representations are incorporated herein and made part of this policy;
3. Those statements are based upon representations you made to us;
4. We have issued this policy in reliance upon your statements and representations, and such statements and representations are incorporated herein and made a part of this policy;
5. Only the first Named Insured shown in the Declarations of this policy shall have the right and ability to request changes to this policy or the coverage provided therein;
6. The first Named Insured shown in the Declarations of this policy is responsible for the payment of any premium, deductible or self-insured retention amounts; and
7. The provisions of this policy that by their terms apply only to the first Named Insured shown in the Declarations shall continue to apply to only the first Named Insured shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART**

In consideration of the premium charged, it is hereby agreed that:

- A. The COMMON PROVISIONS, Section VII – COMMON DEFINITIONS, Paragraph 29.** is deleted in its entirety and replaced by the following:

29. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, and any matter that by its presence corrupts, defiles, contaminates or is harmful to the soil, air, water, living things, or the environment. Waste includes materials to be recycled, reconditioned or reclaimed.

"Pollutants" does not mean or include any communicable disease, regardless of presence, affected media or method of transmission.

It is understood that any substance or matter that is considered "pollutants" does not lose its status as "pollutants" because:

- a.** Such substance or matter has, or may have, a useful function or purpose; or
- b.** The release, threatened release, or presence of such substance or matter in any locale is not regulated, prohibited, remedied by, or the subject of any "applicable laws".

- B. The COMMON PROVISIONS, Section V – COMMON EXCLUSIONS** is amended by the addition of the following Exclusion

This Policy does not apply to any "damages", "defense expenses", "cleanup costs" or any loss, cost or expense, or any "claim" or "suit":

Communicable Disease

Based upon or arising out of, in whole or in part, the actual or alleged presence or transmission of any communicable disease, regardless of presence, affected media or method of transmission.

This exclusion applies even if the claims or suits against any insured allege negligence or other wrongdoing in the:

- 1.** Supervising, hiring, employing, training, monitoring or termination of others that may be infected with and spread a communicable disease;
- 2.** Testing for, or failure to test for, any communicable disease;
- 3.** Failure to prevent the spread of the disease; or
- 4.** Failure to report the disease to authorities.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the Common Provisions, **Section IV – LIMITS OF INSURANCE AND DEDUCTIBLE**, item **2.** is amended by the addition of the following:

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE AND REPORTED COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit of Insurance	Deductible Each Occurrence
Employee Benefits Programs	\$1,000,000 Employee Benefits Liability Each Occurrence Limit	\$10,000
	\$1,000,000 Employee Benefits Liability Aggregate Limit	

Retroactive Date: 12/07/2020

A. The following is added to **SECTION 1 – INSURING AGREEMENTS** within the Commercial General Liability Part:

INSURING AGREEMENT – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any “claim” or “suit” that may result. But:

- (1) The amount we will pay for “damages” is limited as described in Section E. of this Endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements and supplementary payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION II – SUPPLEMENTARY PAYMENTS** within Section C of this Endorsement.-This insurance applies to “damages” only if:

- (3) The act, error or omission, is negligently committed in the “administration” of your “employee benefit program”;
 - (4) The act, error or omission, did not take place before the Retroactive Date shown in the Schedule nor after the end of the “policy period”; and
 - (5) A “claim” for “damages”, because of an act, error or omission, is first made against any insured, in accordance with Paragraph C. below, and reported to us during the “policy period” or an Extended Reporting Period we provide under Paragraph G. of this Endorsement.
- b. A “claim” seeking “damages” will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by us, whichever comes first; or

(2) When we make settlement in accordance with Paragraph 1.a. above.

A "claim" received and recorded by us within thirty (30) days after the end of the "policy period" will be considered to have been received within the "policy period", if no subsequent policy is available to cover the "claim".

- c. All "claims" for "damages" made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including "damages" claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

The coverage afforded by this Endorsement does not apply to any "claim":

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Based upon or arising out of "damages" arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Personal Injury or Advertising Injury

Based upon or arising out of "bodily injury", "property damage" or "personal and advertising injury".

c. Failure to Perform A Contract

Based upon or arising out of "damages" arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Based upon or arising out of "damages" arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given with Respect To Participation

Based upon or arising out of:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Based upon or arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Based upon or arising out of "damages" for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Based upon or arising out of any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Based upon or arising out of taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Based upon or arising out of "damages" arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- B. Solely, for the purposes of coverage afforded by this Endorsement, **SECTION II – SUPPLEMENTARY PAYMENTS** within the Common Provisions is deleted in its entirety and replaced by the following:

SECTION II – SUPPLEMENTARY PAYMENTS

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend":

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance.

- C. Solely, for the purposes of coverage afforded by this Endorsement, item **2.** of **SECTION III – WHO IS AN INSURED** within the Common Provisions-is deleted in its entirety and replaced by the following:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

- D. Solely, for the purposes of coverage afforded by this Endorsement, item **3.** of **SECTION III – WHO IS AN INSURED** within the Common Provisions does not apply.

- E. Solely, for the purposes of coverage afforded by this Endorsement, **SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE** within the Common Provisions is deleted in its entirety and is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

- (2) "Claims" made or "suits" brought';
 - (3) Persons or organizations making "claims" or brining "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Employee Benefits Liability Aggregate Limit is the most we will pay for all "damages", including supplementary payments, because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program". This Aggregate Limit of Insurance is part of and not in addition to the Policy Aggregate limit of Insurance shown in the Declarations of the policy.
- c. Subject to the Employee Benefits Liability Aggregate Limit, the Employee Benefits Liability Each Occurrence Limit is the most we will pay for any one "claim" for all "damages" sustained by any one or more "employees", including "damages" sustained by such "employee's" dependents and beneficiaries, as a result of:
- (1) Any act, error or omission; or
 - (2) A series of related acts, errors or omissions
negligently committed in the "administration" of your "employee benefit program".
- All "claims" for "damages" made by one or more "employees" because of any one act, error or omission, or a series of related acts, errors or omissions, including "damages" claimed by such "employee's" dependents and beneficiaries, will be deemed to be one "claim".
- However, the amount paid under this Endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the "policy period" shown in the Declarations of the policy to which this Endorsement is attached, unless the "policy period" is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Payments under these Limits of Insurance are part of and erode the Policy Aggregate Limit of Insurance shown in the Declarations.

2. Deductible

Our obligation to pay "damages" on behalf of the insured applies only to the amount of "damages" in excess of the deductible amount stated in the Schedule shown above as applicable to Employee Benefits Liability Each Occurrence. The limits of insurance shall not be reduced by the amount of this deductible.

- a. The deductible amount stated in the Schedule shown above applies to all "damages" sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those "damages"; and
 - (2) Your duties, and the duties of ay other involved insured, in the event of an act, error or omission, or "claim";
 apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- F. Solely, for the purposes of coverage afforded by this Endorsement, Conditions **5., 6. and 11.** of **SECTION VI – COMMON CONDITIONS** within the Common Provisions are deleted in their entirety and replaced by the following:

Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
- (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer "damages" as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

Other Insurance

This insurance is excess over any other valid and collectible insurance that is available to the insured for a loss we cover under this Endorsement.

- G. Solely, for the purposes of coverage afforded by this Endorsement, **Section VIII - EXTENDED REPORTING PERIODS** within the Common Provisions is deleted in its entirety and is replaced by the following:

EXTENDED REPORTING PERIOD

The following provision applies only to Employee Benefits Liability Coverage:

1. You will have the right to purchase an Extended Reporting Period, as described below, if this endorsement is canceled or not renewed by you or by us.
2. The Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the "policy period" but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of one (1) year is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within thirty (30) days after the end of the "policy period". The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this Endorsement for future payment of "damages"; and
- d. Other related factors.

The Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extending Reporting Period provided hereunder, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for "claims" first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be the dollar amount of the Limits of Insurance not exhausted by payments of judgments, settlements and supplementary payments under this coverage, and shown in the Schedule of this endorsement under Limits of Insurance, subject to the available Policy Aggregate Limit of Insurance not exhausted by the payment of judgments, settlements and supplementary payments under the policy.

Paragraph E. 1.b. of this endorsement will be amended accordingly.

- H. Solely, for the purposes of coverage afforded by this Endorsement, the following definitions are added to **SECTION VII – COMMON DEFINITIONS** within the Common Provisions:

"Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

"Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

"Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- d. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who satisfy the plan's eligibility requirements;
- e. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such

benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- f. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- g. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- h. Any other similar benefits designated in the Schedule or added thereto by endorsement.

- I. Solely, for the purposes of coverage afforded by this Endorsement, Definitions **6. 12. and 36.** in **SECTION VII – COMMON DEFINITIONS** within the Common Provisions are deleted in their entirety and replaced by the following:

6. "Claim" means any written demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for "damages" as the result of an act, error or omission.

12. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

36. "Suit" means a civil proceeding in which "damages" because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WATERCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the Common Provisions, **SECTION V – COMMON EXCLUSIONS**, item 1. Aircraft, Auto, Rolling Stock Or Watercraft, Paragraph b is deleted and replaced with the following:

- b. A watercraft you do not own that is:
 - (1) Less than 51 feet long; and
 - (2) Not being used to carry persons or property for a charge;

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO DAMAGE TO YOUR WORK EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the Commercial General Liability Coverage Form, **Section II – ADDITIONAL EXCLUSIONS, Paragraph 2, Item e. Damage to Your Work** is deleted in its entirety and is replaced with the following:

e. Damage to Your Work

“Property damage” to “your work” or any part of it and included in the “products-completed operations hazard”.

However, this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section III – Who Is An Insured within the **Common Provisions** is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of “your work” at the location designated and described in the Schedule above performed for that additional insured and included in the “products-completed operations hazard”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Cameron LNG, LLC 2925 Briarpark Drive ,Suite 100 Houston, TX 77042	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section III – Who Is An Insured within the **Common Provisions** is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of "your work" at the location designated and described in the Schedule above performed for that additional insured and included in the "products-completed operations hazard".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the **Common Provisions** is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insured(s), the following exclusion is added:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of “your work” out of which the “bodily injury” or “property damage” arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Cameron LNG, LLC 2925 Briarpark Drive ,Suite 100 Houston, TX 77042	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the **Common Provisions** is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insured(s), the following exclusion is added:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of “your work” out of which the “bodily injury” or “property damage” arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION POLLUTION LIABILITY BLANKET ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Transportation Pollution – Each Pollution Condition Limit:	\$1,000,000
Transportation Pollution Aggregate Limit:	\$1,000,000
Transportation Pollution Deductible Amount:	\$25,000

(If no entry appears above, the Limits of Insurance shown in the Declarations will apply.)

- A. As respects the coverage afforded by this Endorsement, the maximum amounts for which we are liable for "claims" relating to transportation pollution is indicated in the Schedule shown above.

The Transportation Pollution – Each Pollution Condition Limit and the Transportation Pollution Aggregate Limit stated in the Schedule above are subject to and not in addition to the Contractors Pollution Liability Each Pollution condition Limit and the General Aggregate Limit stated in the Declarations.

Payments under the Transportation Pollution – Each Pollution Condition Limit and Transportation Pollution Aggregate Limit indicated in the Schedule shown above are part of and erode the Contractors Pollution Liability Each Pollution Condition Limit and the General Aggregate Limit stated in the Declarations.

If no limit is indicated in the Schedule shown above, then the limits of the liability stated in the Declarations applicable to this Coverage Part will apply.

- B. Solely as respects the coverage afforded by this Endorsement, the Transportation Pollution Deductible Amount indicated in the Schedule shown above applies once to each "pollution condition" and can be applied either for "defense expenses", where applicable, settlement, payment of judgment(s) or any combination thereof.
- C. Solely as respects the coverage afforded by this Endorsement, under the Common Provisions, **SECTION V – COMMON EXCLUSIONS**, item 1. **Aircraft, Auto, Rolling Stock Or Watercraft** is deleted in its entirety and replaced by the following:

1. Aircraft, Auto, Rolling Stock Or Watercraft

Based upon or arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock, rail car, locomotive or watercraft owned or operated by or rented or loaned to, or in the control of, any insured. Use includes operation and "loading or unloading".

Notwithstanding the above, coverage is provided only for "autos" which have statutory auto liability coverage in place with a carrier rated "A- (VII) or higher by A.M. Best.

This exclusion applies even if:

- a. The "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another by that insured, or if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured; or

- b.** The "occurrence" or "pollution condition" takes place after "loading or unloading" is completed, regardless of whether the aircraft, "auto", rolling stock, rail car, locomotive or watercraft is or was owned or operated by or rented or loaned to, or in the control of any insured; or
- c.** The "occurrence" or "pollution condition" is included in the "products-completed operations hazard".

This exclusion does not apply to:

- a.** A watercraft while ashore on premises you own or rent;
- b.** A watercraft you do not own that is:
 - (1)** Less than twenty-six (26) feet long; and
 - (2)** Not being used to carry persons or property for a charge;
- c.** Parking an "auto" on, or on the roadway near premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- d.** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- e.** "Bodily injury" or "property damage" arising out of:
 - (1)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".
- f.** "Claims" arising from "pollution conditions" caused by, arising out of or in any way related to the operation, maintenance, use or "loading or unloading" of "autos" by or on behalf of the Named Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED DISPOSAL SITES CLAIMS-MADE COVERAGE CONTRACTORS POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

NON-OWNED DISPOSAL SITE(S) LIMITS OF INSURANCE	
Non-Owned Disposal Site(s) Liability – Each Pollution Condition Limit:	\$1,000,000
Non-Owned Disposal Site(s) Aggregate Limit:	\$1,000,000

Non-Owned Disposal Site Retroactive Date:	12/07/2020
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A. As respects the coverage afforded by this Endorsement, the maximum amounts for which we are liable for “claims” arising out of “non-owned disposal site(s)” are indicated in the Schedule shown above.

B. The Non-Owned Disposal Site(s) Liability – Each Pollution Condition Limit and the Non-Owned Disposal Site(s) Aggregate Limit indicated in the Schedule shown above are subject to and not in addition to the Contractors Pollution Liability Each Pollution Condition Limit and the General Aggregate Limit stated in the Declarations.

Payments under the Non-Owned Disposal Site(s) Liability – Each Pollution Condition Limit and the Non-Owned Disposal Site(s) Aggregate Limit indicated in the Schedule shown above are part of and erode the Contractors Pollution Liability Each Pollution Condition Limit and the General Aggregate Limit stated in the Declarations.

C. The Limits of Insurance indicated in the Schedule shown above apply solely to “claims” arising out of the Named Insured’s liability arising from the disposal of “waste” or “waste” materials, but only at site(s):

1. Located within the United States of America that have not at any time been owned or operated, in whole or in part, by any insured, which receives or has received waste resulting from the insured’s operations;
2. That were properly licensed by federal and/or state regulators with applicable jurisdiction to accept the wastes at the time of such disposal;
3. That were not owned or operated by any person, corporation or unincorporated association that was in bankruptcy at the time the waste was received for disposal;
4. That have not, at any time prior to the inception date of this policy, been identified on the United States EPA (CERCLA) National Priorities List or CERCLIS list, or pursuant to any functional equivalent of those listings made by a state regulatory agency pursuant to state law; and
5. That were not undergoing voluntary or regulatory-required remediation activities at the time the waste was received for disposal.

D. Only with respect to coverage provided under this endorsement, under the Contractors Pollution Liability Occurrence Coverage Part, **SECTION I – INSURING AGREEMENT**, item 1.b.(5) is deleted in its entirety and replaced with the following:

5. The “occurrence” arises out of the disposal of your “waste” or “waste” materials on or after the Retroactive Date and before the end of the “policy period”;

E. Only with respect to coverage provided under this endorsement, under the Contractors Pollution Liability Occurrence Coverage Part, **SECTION I – INSURING AGREEMENT**, item **1.b.(6)** is deleted in its entirety and replaced with the following:

6. The “bodily injury”, “property damage”, or “pollution condition” resulting in “cleanup costs” occurs on or after the Retroactive Date and before the end of the “policy period”;

F. Only with respect to coverage provided under this endorsement, under the Contractors Pollution Liability Occurrence Coverage Part, **SECTION I – INSURING AGREEMENT**, item **1.b.(7)** is deleted in its entirety and replaced with the following:

7. A “claim” for “damages” for that “bodily injury” or “property damage”, or for “cleanup costs” for that “pollution condition” is first made against any insured and reported to us in accordance with the provisions set forth in Section VI –Common Conditions, 5. Duties In the Event Of A Claim Or Suit within the Common Provisions, during the “policy period” or Extended Reporting Period, if applicable, that we provide under Section VIII – Extended Reporting Periods.

A “claim” by a person or organization seeking “damages” will be deemed to have been made at the earlier of the following times:

- (1) When written notice of such “claim” is received and recorded by us; or
- (2) When we make settlement in accordance with paragraph 1. a. above.

All “claims” for “damages” for “bodily injury” to the same person, including “damages” claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”, will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All “claims” for “damages” for “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All claims for “cleanup costs” incurred by the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All “claims” which arise out of the same or a related “pollution condition” will be deemed to have been made at the time at which the earliest “claim” arising out of such “pollution condition” was made, and all such “claims” shall be subject to the same Limit of Liability.

G. Under the Common Provisions, the following provisions apply to the Contractors Pollution Liability Occurrence Coverage Part, but only with respect to coverage provided under this endorsement:

SECTION I – DEFENSE, Paragraph 3., Claims Arising Out Of The Same or Related Acts or Events

SECTION VI – COMMON CONDITIONS, Paragraph 6., Duties In The Event Of A Potential Claim

SECTION VIII – EXTENDED REPORTING PERIODS, Paragraphs 1., 2., and 3. The Basic Extended Reporting Period provided by these provisions will not reinstate or increase the Limits of Insurance.

H. Only for purposes of this endorsement, the following Definition is added:

“Non-owned disposal site” means a waste facility to which waste from your operations is delivered for storage, disposal, processing or treatment, and such site is not and never was owned by, rented or loaned to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NATURAL RESOURCE DAMAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

In consideration of the premium charged, and solely with respect to the coverage parts shown above, it is hereby agreed that:

A. The Common Policy Conditions, Section VII – Common Definitions, paragraph 33. is deleted in its entirety and replaced by the following:

33. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;**
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or**
- c. "Natural resource damages".**

For the purposes of this insurance, electronic data is not tangible property.

B. The Common Policy Conditions, Section VII – Common Definitions is amended by the addition of the following definition:

"Natural resource damages" means physical injury to or destruction of land, fish, wildlife, biota, air, water, groundwater and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or municipal government or agency, or any Indian tribe.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY AMENDMENT

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby agreed that the **Common Policy Conditions, Section VII – Common Definitions**, paragraph 4. is deleted in its entirety and replaced by the following:

4. "Bodily injury" means physical injury, sickness, disease, mental anguish or emotional distress sustained by a person, including death resulting therefrom.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

NOTICE:


This insurance policy is delivered as surplus line coverage under the Louisiana insurance code. In the event of insolvency of the company issuing the contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association or the Life and Health Insurance Guaranty Association, which guarantees only specific types of issued by insurance companies authorized to do business in Louisiana. This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:



CRUM & FORSTER
A FAIRFAX COMPANY

CRUM & FORSTER SPECIALTY INSURANCE COMPANY

305 Madison Avenue, Morristown NJ 07962


Signature of licensed Louisiana Surplus Lines Broker or Authorized Representative

Timothy Turner
Printed name of Licensed Louisiana Surplus Lines Broker

ENVIRONMENTAL EXCESS LIABILITY POLICY DECLARATIONS

POLICY NUMBER: EFX-116433	RENEWAL OF: New	DATE ISSUED: 12/7/2020
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Item 1.	NAMED INSURED & ADDRESS: Pot-O-Gold Rentals, LLC P.O. Box 1627 Hammond, LA 70404		PRODUCER NAME & ADDRESS: R-T Specialty, LLC 820 Gessner Road, Suite 1850 Houston, TX 77024	
	FORM OF BUSINESS: Limited Liability Company		PRODUCER CODE: 88691	
Item 2.	POLICY PERIOD:		12/07/2020 to 02/01/2022	
	12:01 a.m. Standard Time at the Named Insured's address stated above.			
Item 3.	LIMITS OF INSURANCE:			
			Each Occurrence Limit:	\$5,000,000.00
			Policy Aggregate Limit:	\$5,000,000.00
Item 4.	SELF-INSURED RETENTION:		Each Occurrence:	N/A
Item 5.	SCHEDULED UNDERLYING INSURANCE: Refer to EN0152 – Schedule Of Underlying Insurance			
Item 6.	Premium		Policy Premium:	\$447,143.00
			TRIPRA Premium:	Excluded
			Total Policy Premium:	\$447,143.00
			Minimum Earned Premium:	25%
			Minimum Policy Premium:	100%
Item 7.	<p>FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY: See Form EN0002 – Schedule Of Forms And Endorsements</p> <p>In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association or the Louisiana Life and Health Insurance Guaranty Association, which guarantees only specific policies issued by insurance companies authorized to do business in Louisiana.</p>			

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative:

Countersigned By:

Authorized Representative

Printed name of Licensed Louisiana Surplus Lines Broker:

EN0012 - 0714

Schedule of Forms and Endorsements

Form No.	Form Title
EN0012	Environmental Excess Liability Policy Declarations
EN0002	Schedule of Forms and Endorsements
CS07001	Signature Page
EN0004	Claims Reporting
EN0005	Service of Process Clause
EN0007	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
EN0011	Privacy Notice
EN0016	Exclusion of Uninsured Motorist Insurance/Underinsured Motorist Insurance
EN0028	Environmental Excess Liability Policy
EN0029	Amendatory Endorsement Asbestos, Lead, Pollution
EN0050	Policyholder Notice - Emergency Response Hotline
EN0052	Notice of Loss
EN0150	Maritime Employers Liability (Jones Act) Exclusion
EN0151	US Longshoremen's & Harbor Workers' Compensation Act Exclusion
EN0152	Schedule of Underlying Insurance Endorsement
EN0167	Excess Named Insured Endorsement
IL P 001 01 04	U.S Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

Crum & Forster Specialty Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE

(A Capital Stock Company)

SIGNATURE



Marc J. Adee
Chairman and CEO

SIGNATURE



James Kraus
Secretary



CRUM & FORSTER®

A FAIRFAX COMPANY

CLAIMS REPORTING

Notice of a Claim or circumstances to the Insurer shall be given in writing to:

Crum & Forster
Claims Department
305 Madison Avenue
Morristown, New Jersey 07960
crumandforsternol@cfins.com
Fax: (877) 622-6204

Notice given in writing to the Insurer's broker will be considered notice to the Insurer.

SERVICE OF PROCESS CLAUSE

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name: Marc Adee, President
Name of Company or Firm: Crum & Forster Specialty Insurance Company
Mailing Address: 305 Madison Avenue
Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

In consideration of the premium charged it is hereby agreed that:

A. The following exclusion is added to all coverage parts of this policy:

This insurance does not apply to:

Terrorism

"Any injury or damage" arising directly, or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would have been covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. above describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added to this policy:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage under any coverage part to which this endorsement applies, and includes, but is not limited to, "damages", "bodily injury", "property damage", "personal and advertising injury", "cleanup costs" or "ultimate net loss" as may be defined in any applicable coverage part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of Title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy of affect the conduct of the United States Government by coercion.

3. "Other acts of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy of affect the conduct of the United States Government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. The terms and limitation of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under any coverage part of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



CRUM & FORSTER
A FAIRFAX COMPANY

Crum & Forster Specialty Insurance Company

Crum & Forster¹ Privacy Principles

Crum & Forster's Privacy Principles guide our conduct in the collection, use, release and security of personal and confidential information we obtain as part of our business of providing and servicing commercial insurance products, including underwriting, policy administration, insurance claims adjusting, appraisal and loss control services. These principles define Crum & Forster's commitment to the privacy and integrity of the information we accumulate, manage and store.

Who collects and has access to non-public personal information?

Personal information may be collected by and/ or shared with employees of Crum & Forster or by any of Crum & Forster's authorized representatives, attorneys, or others who provide services to Crum & Forster in connection with providing and servicing its commercial insurance products, such as claims administrators, independent appraisers, managed care providers, systems vendors, or similar service providers. Crum & Forster requires service providers to honor the privacy principles in the handling of non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose information to third parties as allowed by law. For example, in response to a subpoena or other order or inquiry of a court, regulator or governmental agency or to its insurers.

Why does Crum & Forster need personal information and what do we do with it?

Crum & Forster limits the collection, disclosure, and use of customer information to only what is needed to properly underwrite and service its insurance products, and/ or to fulfill legal or regulatory requirements.

Crum & Forster collects personal information solely for conducting its business of underwriting and servicing and administering its insurance products including, but not limited to:

- Underwriting and renewal of its commercial insurance products;
- Claims Handling and adjusting, including investigation and payment of claims;
- Claims administration and reporting;
- Fraud detection and prevention;
- Loss Control;
- Complying with the law and reporting requirements;
- Business activities that Crum & Forster may legally undertake.

Crum & Forster does not sell information to any third parties, and does not use it for marketing any of its insurance products.

¹ The Crum & Forster family of companies includes:

United States Fire Insurance Company, The North River Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Insurance Company, Crum & Forster Underwriters Co. of Ohio, Crum & Forster Specialty Insurance Company, and Seneca Insurance Company

What types of information are collected?

The type of information that Crum & Forster collects varies according to the insurance product involved, and may include information we receive from you on applications and other forms; information we receive from your employer; information we receive from other sources such as motor vehicle reports.

Safeguarding Your Privacy

Access to non-public personal information is limited to those employees who specifically need such information to conduct their business responsibilities.

If you conclude your relationship with us, we will continue to safeguard your privacy in accordance with the standards described in this notice.

We maintain physical, electronic and procedural safeguards to protect non-public personal information.

Our employees have been provided with a copy of this policy and receive annual training on safeguarding non-public personal information. Employees who violate these standards are subject to disciplinary measures.

About Our Website

Our website is used only to disseminate information. Crum & Forster does not place electronic "cookies" in the browser files of any guests. We do not collect any individual information as a result of the public visiting the site. In other words, we may count how many times our site has been visited, but do not gather any personal information about the visitors. If you send us an email, your communication will identify you to us. However, we will only use the information you provide to respond to your inquiry. The privacy of communication over the Internet cannot be guaranteed. Crum & Forster does not assume any responsibility any loss or damage you may experience or incur by the sending of personal information over the Internet by or to Crum & Forster.

Questions?

If you have any questions concerning our Privacy Principles, please contact our Privacy Compliance Officer at:

Crum & Forster
Attn: Privacy Compliance Officer
305 Madison Avenue
Morristown, New Jersey 07960

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF UNINSURED MOTORIST INSURANCE
UNDERINSURED MOTORIST INSURANCE**

This endorsement modifies coverages under our commercial excess liability insurance policy.

This policy does not provide any uninsured motorist insurance, underinsured motorist insurance, automobile no fault insurance, or any insurance under any similar law.

ENVIRONMENTAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured stated in Item 1. of the Declarations. The term Insured means any person or organization qualifying as an insured in the "controlling underlying insurance". The words "we", "us" and "our" refer to the Company stated on the Declarations providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III DEFINITIONS** and other provisions of this policy for such meanings.

I. INSURING AGREEMENT

We will pay on behalf of the Insured the "ultimate net loss":

1. In excess of all "underlying insurance",
2. Provided the injury or offense takes place during the Policy Period of this policy, and
3. Only after all "underlying insurance" has been exhausted by the payments of the limits of such insurance for losses arising out of "occurrences", "pollution conditions" or "wrongful acts" insured by all of the policies designated in the Declarations as "underlying insurance".

If any "underlying insurance" does not pay a loss for reasons other than the exhaustion of an aggregate limit of insurance, then we shall not pay such loss.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

The amount we pay is limited as described in **SECTION IV. LIMIT OF LIABILITY**.

If we are prevented by law from paying on behalf of the Insured for coverage provided under this insurance, then we will indemnify the Insured.

The Agreements, Definitions, Terms, Conditions, and Exclusions of the "controlling underlying insurance" scheduled in Item 5. of the Declarations, in effect at the inception date of this policy, apply to this coverage unless:

1. They are inconsistent with provisions of this policy; or
2. There are provisions in this policy for which a similar provision is not contained in the "controlling underlying insurance"; or
3. They relate to premium, subrogation, any obligation to defend, the payment of expenses, Limits of Insurance, cancellation or any renewal agreement.

With respect to the exceptions described in 1., 2. or 3. above, the provisions of this policy will apply.

II. DEFENSE PROVISIONS AND SUPPLEMENTAL PAYMENTS

A. DEFENSE PROVISIONS

We shall not be called upon to assume charge of the investigation, settlement or defense of any claim made or suit brought against the Insured, but we shall have the right and be given the opportunity to be associated in the defense and trial of any claims or suits relative to any "occurrence", "pollution condition" or "wrongful act" which, in our opinion, may create liability on the part of us under the terms of this policy.

If we assume such right and opportunity, we shall not be obligated to defend any suit after the

applicable limits of this policy have been exhausted by payment of the "ultimate net loss".

B. SUPPLEMENTAL PAYMENTS

The only supplemental payments and expense that we shall pay under this policy are as follows:

1. All expenses incurred by us and solely at our discretion;
2. All interest on that part of any judgment which accrues after entry of the judgment and before we have paid, offered to pay, or deposited into court that part of the judgment, payable under this policy, which does not exceed the Limits of Insurance, and to which this policy applies;
3. If all "underlying insurance" pays pre-judgment interest, then we will pay related pre-judgment interest awarded against the Insured on the part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION

Defense provisions and supplemental payments are subject to all of the foregoing and:

1. If defense and/or supplemental payment expenses are included within the limit of insurance of any "underlying insurance", then any such expense payment we make shall reduce the Limits of Insurance of this policy.
2. If none of the policies of "underlying insurance" includes defense and/or supplemental payment expenses within the limit of insurance of the "underlying insurance", then any such expense payment we make shall not reduce the Limits of Insurance of this policy.

III. DEFINITIONS

- A. "Controlling underlying insurance" means the policy or policies of insurance as stated in Item 5. of the Declarations.
- B. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- C. "Pollution condition" means the discharge, dispersal, seepage, migration, release, escape, presence or movement of "pollutants". Two or more "pollution conditions" arising out of the same or related acts of discharge, dispersal, seepage, migration, release, escape or movement of "pollutants" shall be deemed to be a single "pollution condition".
- D. "Ultimate net loss" means the amount of the principal sum, award or verdict actually paid or payable in cash in the settlement or satisfaction of claims for which the insured is liable, either by adjudication or compromise with the written consent of us, after making proper deduction for all recoveries and salvages.

Defense and supplemental expense payments shall be included within the "ultimate net loss", provided that such expense payments are included within the agreements, terms, conditions, and limits of insurance of any "underlying insurance" in accordance with **SECTION II., Paragraph C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION.**

- E. "Underlying insurance" means the policy or policies of insurance as described in Item 5. of the Declarations, including "controlling underlying insurance".
- F. "Wrongful act" means an act, error or omission in the rendering or failure to render "professional services" by any insured covered under an underlying Errors and Omissions policy.

IV. LIMIT OF LIABILITY

The Limit of Liability stated in the Declarations as applicable to Each Occurrence shall be the total limit of our liability for all loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act". If a deductible amount is stated in Item 4. of the Declarations, our liability for loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act" shall be limited to amounts in excess of that deductible.

The Limit of Liability stated in the Declarations as "aggregate" shall be the total limit of our liability for all losses sustained during each annual period of this policy except for losses covered in the "underlying insurance" to which no underlying aggregate limit applies and for which any "underlying insurance" provides coverage that is subject to an aggregate limit.

This policy shall apply in excess of the "underlying insurance" limits shown in the Declarations. However, if the "underlying insurance" limit has been reduced or exhausted solely by reason of losses paid thereunder arising out of "occurrences", "pollution conditions" or "wrongful acts" which take place during the policy period of this policy, then this policy shall:

1. In the event of reduction, pay the excess of the reduced underlying limit;
2. In the event of exhaustion, continue in force as "underlying insurance".

However, when 1. or 2. above apply, we will not pay that portion of a loss that is within the underlying limits of insurance which you have agreed to fund by self-insurance or means other than insurance.

The Limit of Liability of this policy shall apply to the entire policy period and will not reinstate annually if the policy period is greater than twelve months. If the Policy Period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

V. EXCLUSIONS

This insurance does not apply to:

A. ASBESTOS AND LEAD

Any liability arising out of or in any way related to:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. The actual, alleged, or threatened exposure to lead or any substance containing lead.

This policy does not apply to Economic Loss, Diminution of Property, Abatement Costs, or any other loss, cost, or expense including Equitable Relief, in any way or to any extent arising out of or involving:

1. Asbestos, asbestos fibers or any product containing asbestos, or asbestos fibers; or
2. Lead or any substance containing lead.

This policy provides no coverage for any fees, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. Lead or any substance containing lead.

As used in this exclusion:

Abatement Costs means any actual or potential damages, costs, fees, or expenses, including

the costs of inspection, removal, or replacement.

Diminution of Property means the diminishing or lessening in value of property.

Economic Loss means any actual or potential damages, costs, fees, expenses, or lost profits arising out of or involving the manufacture or utilization of a good or product.

Equitable Relief means any remedy of relief, including restitution or injunctive relief, sought in a court with equitable powers.

B. POLLUTION

1. Any liability arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effect of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

C. CONTROLLING UNDERLYING INSURANCE

Any liability excluded by "controlling underlying insurance".

D. NUCLEAR ENERGY

1. Under any Liability Coverage to injury, sickness, disease, death or destruction.
 - a. With respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. Under any Medical Payments coverage or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear facility by any person or organization.
3. Under any Liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - a. The nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of an Insured or (2) has been discharged or dispersed there from;
 - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an Insured; or

- c. The injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear or by-product material;

"source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel," means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facilities under paragraph (a) or (b) thereof;

"nuclear facility" means:

- a. any nuclear reactor;
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

"Property damage" includes all forms of radioactive contamination of property.

E. E.R.I.S.A

Any obligation or liability for which the Insured or any of its insurers may be held liable under the Employees' Retirement Income Security Act of 1974 (E.R.I.S.A.), and any amendments thereto or any similar federal, state, local, or foreign law.

F. PUNITIVE OR EXEMPLARY DAMAGES

Punitive or exemplary damages, fines or penalties.

G. COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

Liability arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to Insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph a. abovedue to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times, including the year 2000 and beyond.
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the Insured or for the Insured to determine, rectify or test for, any potential or actual problems described in paragraph 1. above.

H. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

""Personal and advertising injury"" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement" of copyright, trade dress or slogan.

VI. CONDITIONS

A. APPEALS

If you or any of your underlying insurers elect not to appeal a judgment in excess of the limits of liability afforded by the "underlying insurance", we may elect to appeal. Our Limits of Insurance shall not be increased because of the appeal, except that we will make the appeal at our cost and expense.

B. ASSIGNMENT

Your interest in this policy may not be transferred to another, except by an endorsement issued by us which gives our consent. If you are bankrupt or insolvent or if you die, this policy shall cover your legal representative(s), but only while acting within the scope of their duties as such.

C. AUDIT OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during this policy period and within three (3) years after the final termination of this policy.

D. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this policy.

E. BANKRUPTCY OR INSOLVENCY OF UNDERLYING INSURER

For all purposes of this policy, if any "underlying insurance" is not available or collectible

because of:

1. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or
2. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply as if "underlying insurance" were available and collectible.

F. CANCELLATION OR NON-RENEWAL

1. The First Named Insured, as stated in Item 1. of the Declarations, may cancel this policy by mailing or delivering to us this policy or written notice of cancellation, stating when thereafter the cancellation is to be effective.
2. We may cancel or non-renew this policy by mailing or delivering to the First Named Insured written notice at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of Premium as stated in Item 6. of the Declarations; or
 - b. 20 days before the effective date of cancellation or non-renewal, if we cancel for any other reason, or non-renew.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and will be effective for all Insureds. The Policy Period will end on that date.
5. If this policy is canceled, we will send the First Named Insured any Premium refund due. If we cancel, return Premium will be pro rata, subject to a minimum premium earned by us of 25% of the Premium stated in Item 6. of the Declarations. If cancellation is at the request of the First Named Insured, return Premium will be computed at 90% of pro rata unless prohibited by law or statute. Any cancellation by the First Named Insured is subject to the Minimum Earned Premium stated in Item 6. of the Declarations.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. CHANGES

This policy (including the Declarations and any schedules and endorsements attached) contains all the agreements between you and us concerning this insurance. You are authorized to make changes in the terms of this policy, with our consent.

This policy's terms and conditions can be amended or waived only by written endorsement issued by us and made a part of this policy.

H. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as possible of an "occurrence", "pollution condition" or "wrongful act" which may result in a claim or suit under this policy. To the extent possible notice should include:
 - a. How, when and where the "occurrence", "pollution condition" or "wrongful act" 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", "pollution condition" or "wrongful act".
2. If a claim is made or suit is brought against any Insured that is likely to involve this policy, you must see to it that we receive prompt written notice of the claim or suit.

3. You and any other involved Insured must:
 - a. Immediately send us copies of any demands, notices, summons, or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit;
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any Insured because of injury or damage to which this policy may also apply;
4. You shall not make or authorize an admission of liability, attempt to settle, incur any expense, make any payment other than for first aid, or otherwise dispose of any claim or suit without our written consent.
5. You must see to it that we are notified promptly of any "occurrence", "pollution condition" or "wrongful act" which involves any of the following injuries or events:
 - a. Any brain damage;
 - b. Spinal cord injury with paralysis;
 - c. Severe burns resulting in disfigurement;
 - d. Amputations and/or multiple fractures;
 - e. Fatal injuries;
 - f. Permanent disabilities; sexual molestation and/or rape;
 - g. Massive internal injuries;
 - h. Any coverage issue which may trigger a reservation of rights or coverage declination;
or
 - i. Any claim with an incurred exposure of \$250,000 or above.

You will also promptly advise us of the estimated amount of loss and of adjustment expenses in connection with each claim or loss and of any subsequent changes to those estimates.

I. INSPECTION AND SURVEYS

We have the right, but are not obligated, to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the Premiums to be charged. We do not:

1. Make safety inspections;
2. Undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
3. Warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating service or similar organization that makes insurance inspections, surveys, reports or recommendations.

J. LEGAL ACTION AGAINST US

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you;
2. Sue us, unless all of the terms of this policy have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of this policy. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

K. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the Declarations and Schedule of "Underlying Insurance" or renewals or replacements thereof not more restrictive in coverage shall be maintained in full effect during this policy period, except for any reduction in the aggregate limits solely by payment of claims and/or claims expense.

If such "underlying insurance" is not maintained in full effect by you, if there is any material change in the coverage of any "underlying insurance", or if any limits of liability of "underlying insurance" are:

1. Less than as stated in the Schedule of "Underlying Insurance";
2. Unavailable to you due to bankruptcy or insolvency of an underlying insurer; or

then the insurance afforded by this policy shall apply in the same manner as if such "underlying insurance" and limits of liability had been in effect, available, so maintained unchanged and collectible.

L. OTHER INSURANCE

If other insurance (whether such insurance is stated to be primary, contributing, excess or contingent) collectable or not, is available to you covering a loss also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance.

However, if a written contract between you and an additional insured specifically requires that this insurance be primary, then this insurance will be primary to and noncontributing with other insurance maintained by the additional insured; however this primary and noncontributing coverage is limited to the amount of insurance required as specified in the contract.

M. PREMIUM

The First Named Insured is responsible for the payment of all Premiums. All other Insureds are contingently liable for payment of Premium if the First Named Insured fails to do so.

The Premium for this policy, as stated in Item 6. of the Declarations, is a flat Premium. It is not subject to an adjustment unless stated in the Declarations or an endorsement attached to this policy.

N. REPRESENTATIONS, FRAUD, OR CONCEALMENT

By accepting this policy, you agree that:

1. The statements in the Declarations, Schedule of "Underlying Insurance", and Application for this policy are accurate and complete;
2. Those statements are based upon representations you made to us;
3. This policy has been issued in reliance upon your representations; and

4. This policy is void in any case of fraud by you or if you intentionally conceal or misrepresent any material fact as it relates to this policy or any claim under this policy.

O. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, this policy applies:

1. As if each Insured were the only Insured;
2. Separately to each Insured against whom claim is made or suit brought.

P. SUBROGATION

In the event of any payment under this policy by us, we shall be subrogated to all of your rights of recovery against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after loss to prejudice such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the "ultimate net loss" to the extent of the actual payment. The expenses of all recovery proceedings shall be apportioned in the ratio of respective recoveries.

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with the conditions of this policy.

However, if a written contract between you and an additional insured specifically requires it, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your work performed for that person or organization under such written contract, but only if the injury or damage does not result from the sole negligence of that person or organization.

Q. TITLES OR CAPTIONS OF POLICY PROVISIONS

The title or caption of the sections and paragraphs of this policy and any attached endorsements are solely for convenience or reference. They do not affect the provisions to which they relate.

R. SERVICE OF SUIT

It is agreed that service of process in any suit on this policy against us may be made upon the highest one in authority bearing the title of commissioner, director or superintendent of insurance of the state or commonwealth wherein this policy is delivered or issued. The one in authority bearing the title commissioner, director, or superintendent of insurance of the state or commonwealth where this policy is delivered is hereby authorized and directed to accept service of process on behalf of this Company in any such suit; provided such commissioner, director, or superintendent has a procedure for forwarding suits to insurance companies by registered or certified mail and agrees to abide by such procedure by mailing via certified mail all documents so served to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07960.

It is further agreed that the Insured shall, by registered mail, send to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07962 a copy of all documents relating to the service of process and suit as the Insured has delivered to the highest one in authority of the insurance department of the state in which the suit has been instituted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDATORY ENDORSEMENT
ASBESTOS, LEAD and POLLUTION
ENVIRONMENTAL EXCESS POLICY**

Exclusion **A.** is deleted and replaced by the following:

A. ASBESTOS AND LEAD

This policy is limited to the coverage provided to YOU in the UNDERLYING INSURANCE scheduled in item 5 of the Declarations. If coverage is not provided by the UNDERLYING INSURANCE up to the full scheduled limit, coverage is excluded from this policy.

Exclusion **B.** is deleted and replaced by the following:

B. POLLUTION

This policy is limited to the coverage provided to YOU in the UNDERLYING INSURANCE scheduled in item 5 of the Declarations. If coverage is not provided by the UNDERLYING INSURANCE up to the full scheduled limit, coverage is excluded from this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



CRUM & FORSTER®

A FAIRFAX COMPANY

EMERGENCY RESPONSE HOTLINE INFORMATION

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!

The Crum & Forster Spill Reporting Program

1-855-942-2325

As part of our value added policy services, Crum & Forster has established an Emergency Response Hotline for immediate reporting of pollution events or other events requiring immediate action or emergency response. The telephone number for the Hotline is noted above.

The **Environmental Casualty Notice Of Loss Endorsement (EN0052)** has been provided as part of your policy and outlines the instructions and information necessary to make a full report of such an incident. Immediate reporting of such events ensures timely notice to us of pollution claims as well as other claims that may require immediate response.

Please use the hotline to notify us immediately of any situation you encounter that may lead to a pollution claim.

Using the hotline may help you to fulfill some of your responsibilities to us. Reimbursement of *emergency environmental response costs* is conditioned on timely reporting by use of the Emergency Response Hotline.

The **Claims Reporting Endorsement (EN0004)** provides instructions and information for reporting all other non-emergency claims, incidents and occurrences.

Crum & Forster also has a **Spill Response Information Packet** available by request. It is designed for facilities, project sites and vehicles to provide easy reference to incident response measures and information. The packet contains:

- Initial Incident Questionnaire form;
- Crum & Forster Spill Reporting Program brochure;
- Chemical Incident Response Decision Logic sheet;
- Accident Documentation Card templates;
- Witness Statement forms;
- Wallet Card templates;
- Crum & Forster Spill Response Program Sticker templates; and
- Spill Control Equipment brochure.

All of the templates are pre-formatted for easy printing.

Please note that the Environmental Casualty Notice Of Loss Endorsement and Spill Response Information Packet are tools to aid you in gathering the necessary claim, incident or occurrence information. By providing these tools, we do not guarantee coverage under the policy or relieve you of any of your duties or obligations under the policy. Please carefully read and understand the coverage form and your duties and obligations within the policy.



CRUM & FORSTER®

A FAIRFAX COMPANY

ENVIRONMENTAL CASUALTY NOTICE OF LOSS

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!

THE C&F SPILL REPORTING PROGRAM

1-855-942-2325

When you have a claim or "loss" (including spills)

1. Notify your insurance agent or broker immediately.
2. Complete this form as completely as possible.
3. Be sure to include any demand letters, lawsuits, regulatory reports and/or, directives, etc.
4. Report the claim to us immediately by emailing this form to **crumandforsternol@cfins.com**; calling **800-690-5520** or faxing this form to **877-622-6204**.

Date of Report:		Date of Loss:	
Name of Person Reporting Loss:		Phone:	
Name of Insured:		Policy Number:	
Address:			
City:	State:	Zip:	
Phone:		FAX:	
Insured Contact:		E-Mail:	
Brokerage/Agency:		Contact Name:	
Brokerage/Agency Contact Phone:			

LOSS INFORMATION:

Name of Claimant	Phone:
Address of Claimant	E-Mail:
Location of Loss (Street Address and/or GPS Coordinates):	
Description of Loss:	

RESPONDING AGENCIES:

EN0052-0816

Fire/Police Department(s):		
Officer		Badge No.:
Address:		Phone:
Other Authorities or Contactors		
Entity	Contact:	Phone

COMPLETE FOR AUTO LOSSES

INSURED DRIVER INFORMATION:		
Company Name:		
Driver Name:		SSN:
Driver Home Address:		Phone:
City:	State:	Zip:
Driver's License No. and State of Issuance:		
Co-Driver Name:		SSN:
Co- Driver Home Address:		Phone:
City:	State:	Zip:
Co-Driver's License No. and State of Issuance:		

INSURED'S VEHICLE INFORMATION:			
Truck/Tractor No.:	Year:	Make:	VIN:
1 st Trailer No.:	Year:	Make:	VIN:
2 nd Trailer No.:	Year:	Make:	VIN:

INSURED CARGO INFORMATION:			
What type of cargo were you hauling?			
Was it hazardous material?	Y / N	Did it spill?	Y / N
Estimated Quantity Spilled:	Gallons:	Ground Water Affected?	Y / N
Describe the extent of the spill and actions taken to contain/remediate:			

OTHER VEHICLE INFORMATION:				
Owner Name:			Phone:	
Address:			Phone:	
City:		State:		Zip:
Year:	Color:	Make	VIN:	
Driver Name:			SSN:	
Driver Home Address:			Phone:	
City:		State:		Zip:
Driver's License No. and State of Issuance:				
Insurance Company:			Policy Number:	
Description of Damage:				

**If more than one other vehicle is involved, list the above information for each on a separate page and attach it to this report.*

WITNESS INFORMATION			
<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Type of Injury</u>

THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYERS LIABILITY EXCLUSION-MARITIME
(JONES ACT)**

This policy does not apply to any loss, including ULTIMATE NET LOSS, and/or any expenses, arising directly or indirectly out of any injury to any of your employees who are subject to the Maritime Employers Liability (Jones) Act.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNITED STATES LONGSHOREMEN'S AND HARBOR
WORKERS' COMPENSATION ACT EXCLUSION**

This policy does not apply to any loss, including ULTIMATE NET LOSS, and/or any expenses, arising directly or indirectly out of any obligation for which the insured or any of its insurers may be held liable under the United States Longshoremen's and Harbor Workers' Compensation Act, 33 U.S.C.A. 901, et seq., and any amendments thereto, or any regulations promulgated there under.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL EXCESS LIABILITY POLICY

SCHEDULE

COVERAGE: Commercial General Liability, Contractors Pollution Liability		
Insurance Carrier:	Crum & Forster Specialty Insurance Company	
Policy Number:	EPK-133245	
Policy Limits:	Per Occurrence Limit:	\$1,000,000
	Aggregate Limit:	\$2,000,000
Policy Period:	12/07/2020 to 02/01/2022	
COVERAGE: Automobile Liability		
Insurance Carrier:	Old Republic Insurance Company	
Policy Number:	MWTB 315953 20	
Policy Limits:	Combined Single Limit:	\$1,000,000
Policy Period:	12/07/2020 to 02/01/2021	
COVERAGE: Employers Liability		
Insurance Carrier:	Old Republic Insurance Company	
Policy Number:	MWC 315952 20	
Policy Limits:	Policy Limits:	\$1,000,000
Policy Period:	12/07/2020 to 02/01/2021	

Per **Item 5.** of the Declarations, the policy or policies, shown in the above Schedule of this endorsement are the "controlling underlying insurance" for this Environmental Excess Liability Policy.

This endorsement shall not serve to change or increase our Limits of Insurance as shown in the Declarations and as described in **Section IV. LIMIT OF LIABILITY.**

All other terms, conditions and exclusions under the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL EXCESS LIABILITY POLICY

SCHEDULE

Named Insured(s)	Address
Pot-O-Gold Facility Services, LLC TSWS Trucking, LLC TSWS, Inc.	

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the Named Insured(s) shown in the above Schedule of this endorsement shall be Named Insureds under this policy (collectively referred to as the Named Insured) and shall be treated under this policy as a Named Insured for coverage purposes, subject to all terms, conditions, limits and exclusions of this policy.

By accepting this policy, each Named Insured agrees that:

1. The statements contained the Declarations of this policy are true and accurate;
2. The statements made in the application and any supplemental materials submitted to us are true, accurate and complete, and that such statements and representations are incorporated herein and made part of this policy;
3. Those statements are based upon representations you made to us;
4. We have issued this policy in reliance upon your statements and representations, and such statements and representations are incorporated herein and made a part of this policy;
5. Only the first Named Insured shown in the Declarations of this policy shall have the right and ability to request changes to this policy or the coverage provided therein;
6. The first Named Insured shown in the Declarations of this policy is responsible for the payment of any premium, deductible or self-insured retention amounts; and
7. The provisions of this policy that by their terms apply only to the first Named Insured shown in the Declarations shall continue to apply to only the first Named Insured shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize the Mayor to apply, accept, and receive grant assistance from the Firehouse Subs Public Safety Foundation. Grant application will be submitted in the amount of \$23,233.68, and if awarded, funds will be used to purchase safety equipment for the Mobile Fire Rescue Department. There is no match requirement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$23,233.68

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/29/2021 - 11:45 AM
Legal Kern, Chris	Approved	12/29/2021 - 3:55 PM
Legal Kern, Chris	Approved	12/29/2021 - 3:55 PM
Mayors Office Barber, James	Approved	12/30/2021 - 3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2021 - 11:46 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2021 - 11:48 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

12/28/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - James Brian Johnston

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/22/2021 - 9:26 AM
Legal	Kern, Chris	Approved	12/22/2021 - 1:54 PM
Mayors Office	Barber, James	Approved	12/30/2021 - 3:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

1/4/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Pamela Brannan

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/22/2021 - 9:28 AM
Legal	Kern, Chris	Approved	12/22/2021 - 1:54 PM
Mayors Office	Barber, James	Approved	12/30/2021 - 3:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

1/4/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Heather Gaines

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/22/2021 - 9:37 AM
Legal	Kern, Chris	Approved	12/22/2021 - 1:55 PM
Mayors Office	Barber, James	Approved	12/30/2021 - 3:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/27/2021 - 2:13 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/29/2021 - 10:41 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/29/2021 - 10:53 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/4/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2021 - 4:17 PM