

# AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, June 14, 2022, 10:30 AM

### 1. CALL TO ORDER

### 2. INVOCATION

Pastor Andric Daugherty, Pathway Church

- 3. PLEDGE OF ALLEGIANCE
- 4. ROLL CALL
- 5. STATEMENT OF RULES BY COUNCIL PRESIDENT
- 6. APPROVAL OF MINUTES
- 7. <u>COMMUNICATIONS FROM THE MAYOR</u>
- 8. ADOPTION OF THE AGENDA

### 9. APPEALS

Request of Dannie Pledger, Sparkle Productions, for a waiver of the Noise Ordinance at Cathedral Square on July 16, 2022, from 9:00 a.m. - 2:00 p.m. (District 2).

Request of Lt. Kay Taylor for a waiver of the Noise Ordinance on Dauphin Street at Conception Street on August 2, 2022, from 6:30 p.m. - 8:30 p.m. (District 2).

Request of Earselean Lynch for a waiver of the Noise Ordinance at Public Safety Memorial Park on June 25, 2022, from 10:00 a.m. - 3:00 p.m. (District 5).

### 10. PUBLIC HEARINGS

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Modern Transport, LLC to operate a taxicab service.

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Aundra Dennis to operate a shuttle service.

# 11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Opportunity 4 Entertainers - Provide solutions to stop teen violence.

Earnestine Rogers - Concerns about her neighborhood and requests more police patrols.

Eddie Irby - Present a certificate to Councilmembers Small and Gregory for the World War II soldiers.

Reggie Hill - Share exploratory findings to resolve poor quality of life issues in Mobile.

Rev. Jim Flowers - The legal imperative of redistricting.

Shalela Dowdy - Redistricting

Rev. Bobby Brown - Fairness of redistricting for citizens.

### 12. ORDINANCES HELD OVER

64-034 Rezone property located at the northwest corner of Cochrane Causeway and Dunlap Drive from R-1 and I-2 to I-2 (Councilmember Carroll).

64-035 Rezone property located at 1248 Montlimar Drive and 3500 Michael Boulevard from R-1 and B-3 to B-3 (Councilmember Daves).

### 13. CONSENT RESOLUTIONS HELD OVER

46-488 Honorarily rename Rushing Drive to "Rev. David Campbell, Sr. Drive" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

### 14. RESOLUTIONS HELD OVER

08-494 Approve purchase order to Donohoo Chevrolet, LLC for 59 Chevrolet Tahoe Police Package SUVs; \$2,101,103.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-495 Approve purchase order to Stivers Ford Lincoln, Inc. for 7 Ford Explorer SUVs; \$226,002.00; Fire Administration (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-496 Approve purchase order to Metalcraft Marine US, Inc. for a Rapid Response Fire Boat; \$1,257,312.16 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-497 Approve purchase order to Sound Associates, Inc. for amplifiers, monitors and stage speakers for the Saenger Theatre; \$138,188.00 (sponsored

- by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-498 Approve purchase order to Musco Sports Lighting, LLC for field lighting for Matthews Park baseball field; \$318,000.00 (sponsored by Mayor Stimpson) (submitted by John Pain, Purchasing Dept.).
- 08-499 Approve purchase order to Musco Sports Lighting, LLC for field lighting for Figures Park baseball field; \$173,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-500 Approve purchase order to VAPTR, LLC for 10 tennis court drying machines; \$29,950.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-501 Approve purchase order to Bagby & Russell Electric Co., Inc. for street lighting parts and repairs; \$23,605.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-502 Approve purchase order to Nixon Power Services, LLC for emergency generator for MPD First Precinct; \$36,774.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 21-503 Authorize a contract with Moffatt & Nichol, Inc. for consultant services for the Mobile Riverfront Redevelopment Project; \$766,895.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).
- 21-504 Authorize contract with ThinkGard, LLC for cyber security services; \$291,510.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).
- 31-505 Authorize a grant application to the Alabama Department of Economic and Community Affairs for the Electric Vehicle Infrastructure Program; \$250,000.00 (20% local match) (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).
- 37-506 Consider approval of a Certificate of Public Convenience and Necessity to Care Keepers Healthcare to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

### 15. CONSENT RESOLUTIONS BEING INTRODUCED

- 03-510 Appoint Ruffin Graham to the Golf Course Advisory Committee (sponsored by Councilmember Jones) (submitted by Lisa C. Lambert, City Clerk).
- 37-511 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Bar B Quing With My Honey for Blues on the River; Cooper Riverside Park (sponsored by Councilmember Carroll).

- 37-512 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge for Port City Summer Bash; Cooper Riverside Park (sponsored by Councilmember Carroll).
- 37-513 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge for City of Mobile 4th of July Celebration; Cooper Riverside Park (sponsored by Councilmember Carroll).
- 58-514 Declare weeds noxious, Group 1629.
- 58-515 Assess Cost for removal of weeds, Repeat Weed Lien Group 54.
- 60-516 Approve award of special bonus to the Parks & Recreation Employee of the Month; Kelso (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).
- 60-517 Approve award of special bonus to the Public Works at Large Employee of the Month; Mosko (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

### 16. RESOLUTIONS BEING INTRODUCED

- 08-518 Approve purchase orders for fuel for Wave Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-519 Approve purchase order to CDW Government, LLC for 17 iPad tablets and accessories; \$23,024.86 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-520 Approve purchase order to Coastal Tree Company for right-of-way tree removal and limb clearance on Airport Blvd.; \$111,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 21-521 Authorize contract with Best Price Services, LLC for right-of-way mowing services; Michigan Ave., between S. Broad St. and California St. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 21-522 Authorize contract with Butler Complete Services, LLC for right-of-way mowing services; Azalea Rd., between Michael Blvd. and Moncliff Dr. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 21-523 Authorize contract with Secor Enterprises, Inc. for right-of-way mowing services; Grelot Rd. between Knollwood Dr. and Cody Rd. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 21-524 Authorize contract with The Water Institute of the Gulf for City-Wide Resilience Assessment and Plan; \$449,671.00 (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).
- 21-525 Authorize contract with Goram Air Conditioning for HVAC maintenance

- & repair at various City facilities; not to exceed \$300,000.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).
- 21-526 Authorize contract with Goodwyn Mills Cawood, Inc. for improvement projects at Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course and Hope Community Center; \$343,361.28 combined (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).
- 25-527 Accept permanent sidewalk easement for the 2022 CIP Sidewalks project (sponsored by Councilmembers Reynolds & Daves, and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.).
- 37-528 Approve a Certificate of Public Convenience and Necessity to Aundra Dennis to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).
- 37-529 Approve a Certificate of Public Convenience and Necessity to Modern Transport, LLC to operate a taxicab service (submitted by Lisa C. Lambert, City Clerk).
- 21-532 Authorize contract with Ransom Ministries, Inc. for litter pick-up; \$27,000.00 (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

### 17. CALL FOR PUBLIC HEARINGS

- 41-530 Call for public hearing to assent to the vacation of a portion of Virginia Street, near the APMT Container Terminal (applicant: Alabama State Port Authority) (scheduled for July 19, 2022) (District 2).
- 41-531 Call for public hearing to consider a fee for the vacation of a portion of Virginia Street, near the APMT Container Terminal (applicant: Alabama State Port Authority) (scheduled for July 19, 2022) (District 2).

### 18. ANNOUNCEMENTS



**Agenda of:**6/14/2022

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

**ATTACHMENTS:** 

Upload Date Description Type

No Attachments Available

**REVIEWERS:** 

Department Reviewer Action Date

6/9/2022 - 11:04 City Clerk Gauthier, Lana Approved



**Agenda of:**6/14/2022

**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
Pledger Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 11:30 AM



### APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

- (i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or
- (ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

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

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

Name of Applicant: Dannie Pledger	
PLEAS	SE PRINT ALL INFORMATION
Home Phone Number: <u>251-366-6701</u>	Cell Number: 251-366-0775
Organization (if appli <mark>c</mark> able) <u>Sparkle Pro</u>	ductions Inc.
Mailing Address of Applicant 1321 Fore	st Ridge Rd. East
Telephone No. <u>251-366-0775</u> E-	mail address 2sparkleproductionsinc@gmail.com
Location or address of event where am	plification will be used:
Cathedral Square	
Date of Event: July 16, 2022 Star	ting Time: 9:00 a.m. Ending Time 2:00 p.m.
(NOTE: In residenti <mark>a</mark> l areas, cannot g	o beyond 10:00 p.m.)
Type of Event: Push for Peace (we were	approved in January but rescheduled due to Covid outbreak)
Do you plan to sell alcohol at this event	? YES X NO

Music containing obscene language or profanity is prohibited

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



**Agenda of:**6/14/2022

**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
Taylor Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 11:36 AM

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant:					
PLEASE PRINT ALL INFORMATION					
Home Phone Number: (251) 208-1935 Cell Number (235) 454 2346					
Organization (if applicable) MOB, le Police Dept					
Mailing Address of Applicant 2460 GOVT STreet					
Telephone No. (251)208-1935 E-mail address Kmy, Taylor City Sembile of					
Location or address of event where amplification will be used:					
Parphin at conception					
Date of Event: 8-2-2022 Starting Time: 1830 Ending Time 2030					
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)					
Type of Event: 5K Fun Run					
Do you plan to sell alcohol at this event?YESNO					
Music containing obscene language or profanity is prohibited					

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



**Agenda of:**6/14/2022

**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 Lynch Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

6/9/2022 - 11:31 AM City Clerk Gauthier, Lana Approved

### APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

- (i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or
- (ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

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

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

Name of Applicant:	PLEASE PRINT ALL INFORMATION	4			
	Cell Number:				
Organization (if applicable) _	: 6				
Mailing Address of Applicant_					
Telephone NoE-mail address					
Location or address of event	where amplification will be used:				
Date of Event:(NOTE: In resid	Starting Time: Ending Time_ ential areas, cannot go beyond 10:00 p.m.)				
Type of Event:					
Do you plan to sell alcohol at	this event?YESNO				

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

Music containing obscene language or profanity is prohibited



**Agenda of:**6/14/2022

**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

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 5/26/2022 - 12:54 PM



**Agenda of:**6/14/2022

**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

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 5/26/2022 - 12:58 PM



**Agenda of:**6/14/2022

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

**ATTACHMENTS:** 

Description Type Upload Date Opportunity Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 11:07



# ADDRESSING THE CITY COUNCIL

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

Please return this form to:

City Clerk's Office 205 Government Street 9<sup>th</sup> Floor, South Tower

Fax: (251) 208-7576

Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes Opportunity 4 Entertainers (Rodney Towner pate: 6/7/22 1111 & 1-65 Service Road South, She 207, Mobile AL 310006 Address: 251509 4107 Email genade @ opportunity 4 entertainers. org Phone: Tuesday June 14, 2022 Date to Address City Council: Subject (must be completed): Solutions to stop teen violence Specific Questions: Signature: Suale Collins



**Agenda of:**6/14/2022

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

**ATTACHMENTS:** 

Description Type Upload Date Rogers Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 11:09



CITY CLERK DEPARTMENT

2022 JUN -8 PM 1: 12

# ADDRESSING THE CITY COUNCIL

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Please return this form to:

City Clerk's Office 205 Government Street 9<sup>th</sup> Floor, South Tower Fax: (251) 208-7576

Email: cityclerk@cityofmobile.org

# Your comments will be limited to three (3) minutes

Name:	Earn	estine Bo	ogers		D	ate: <u>6/08/22</u>
Address:	649	New Je	Sey St.	Apt 37	Mobile, A	t 36603
						gers @ gmail. com
Date to A	ddress Ci	ity Council:	June 14,	2022		
Subject (r	must be o	:omp <mark>leted): </mark>	wants to	speak	with cour	her Carroll
MOON	r doin	ig a bet	ter job	at de	aning up	her
reight	corhoca	d. The 5	acid the	e is a	lot of th	lings going
on the	nat s	the does	nit like	nor aar	ee with.	she wants
better	Police	e potral	as hell	Recouse	it's not o	2 good
neighb	or hoo	d to live	in.	oct, oct of the control of the control oct	713 7101 0	- good
Specific Q	(uestions	:				
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			L			I/D
		Sign	nature: 10	Ken bu	Chone	KB



**Agenda of:**6/14/2022

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

**ATTACHMENTS:** 

Description Type Upload Date Irby Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 11:10 AM



2022 JUN -8 PM 4: 45

# ADDRESSING THE CITY COUNCIL

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

Please return this form to:

City Clerk's Office 205 Government Street

9<sup>th</sup> Floor, South Tower Fax: (251) 208-7576

Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name:	Eddie	Irby			Da	te: <u>10/08/2</u> 0	ર_
		Richard Rd					
Phone:	251.5	91.3057		Email \Y\	eddie	55@yahoo	.Con
Date to A	Address City C	ouncil: Ton	2 14,0	9022		·	
to Co thank	ancilmar	oleted): <u>Wa</u> 1 C5 and Hending H	Gina	a for the	r effor	ts and	
Specific (	Questions: _						_
		Signature	tak	en hu c	hone.	KB	_



**Agenda of:**6/14/2022

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

**ATTACHMENTS:** 

Description Type Upload Date Cover Memo Hill 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

6/9/2022 - 2:07 City Clerk Gauthier, Lana Approved

Gauthier, Lana			
From: Sent: To: Subject:	RJHILL II <rhills4tf@gmail.com> Thursday, June 9, 2022 2:02 PM Gauthier, Lana 6/14 Agenda</rhills4tf@gmail.com>		
	; ;		
CAUTION: External Email			
Madam Recording Supervisor,			
Good afternoon. Always a pleasur Committee Meeting.	e to communicate with you. A special thanks for the content shared in the Rules		
This is a formal request to be adde	d to the upcoming Agenda. My presentation shall be on the following:		
·	atory findings, conducted by "Success 4 the Future", as a means to resolve poor Mobile (i.e poverty, housing, misuse of taxpayer resources, gun-violence, etc.)		
Your attention to this matter is graphed glue of the 9th Floor, and arguably	eatly appreciated. Please send my best to the entire City Clerk's Office. You all are the the entire City!		
Kindest Regards,			
Reggie			
Reginald J. Hill, II - M. Ed. Founder/Executive Director "Success 4 the Future" P.O. Box 395 Mobile, AL 36601 www.s4tf.org rhills4tf@gmail.com			
glue of the 9th Floor, and arguably Kindest Regards,  Reggie  Reginald J. Hill, II - M. Ed. Founder/Executive Director "Success 4 the Future" P.O. Box 395 Mobile, AL 36601 www.s4tf.org	the entire City!		



**Agenda of:**6/14/2022

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

**ATTACHMENTS:** 

Description Type Upload Date Flowers Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 2:04 PM



# 2022 JUN - 9 PM 1: 19

# ADDRESSING THE CITY COUNCIL

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

Please return this form to:

City Clerk's Office 205 Government Street 9<sup>th</sup> Floor, South Tower Fax: (251) 208-7576

Email: cityclerk@cityofmobile.org

# Your comments will be limited to three (3) minutes

Tour comments will be limited to three (3) minutes
Name: Jim Flowers All Soints Church Date: 6/09/22
Address: 151 South Ann St 36604
Phone: 251.644.9993 Email rector@allsaintsmobile.0
Date to Address City Council: Tone 14th 2022
Subject (must be completed): The legal imperative of Redistricting
Specific Questions:
Signature: taken by phone KB



**Agenda of:**6/14/2022

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

**ATTACHMENTS:** 

Description Type Upload Date
Dowdy Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 2:05 PM



2022 JUN -9 PM 1: 37

# ADDRESSING THE CITY COUNCIL

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

Please return this form to:

City Clerk's Office 205 Government Street 9<sup>th</sup> Floor, South Tower Fax: (251) 208-7576

Email: cityclerk@cityofmobile.org

# Your comments will be limited to three (3) minutes

June 9, 2022 Shalela Dowdy Date: Name: 1008 Barbara Drive Mobile, AL 36617 251-610-9843 Email Shatela.Dowdy@gmail.com Phone: June 14, 2022 Date to Address City Council: Subject (must be completed): \_\_\_\_ Redistricting Specific Questions: Signature: \_\_\_\_Shalla David



**Agenda of:**6/14/2022

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

**ATTACHMENTS:** 

Description Type Upload Date
Brown Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 2:06 PM



# ADDRESSING THE CITY COUNCIL

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

Please return this form to:

City Clerk's Office

205 Government Street 9<sup>th</sup> Floor, South Tower Fax: (251) 208-7576

Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes \_\_\_\_\_ Date: \_\_ Email Date to Address City Council: Subject (must be completed): Specific Questions:



**Agenda of:**6/14/2022

**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 packet Cover Memo 6/1/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/1/2022 - 1:54 PM

### Notice of Public Hearing for the Proposed Rezoning of Property Located at Northwest corner of Cochrane Causeway and Dunlap Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 10, 2022, a public hearing will be held on the 7th day of June, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the northwest corner of Cochrane Causeway and Dunlap Drive from R-1, Single-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District.

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

Lisa C. Lambert City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

<u>Section One:</u> That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

#### PARCEL 1:

THAT PORTION OF LOT NO. 4 OF BLAKELY ISLAND, ACCORDING TO MAP OF SAID ISLAND OF RECORD IN THE CHANCERY COURT, MOBILE COUNTY, ALABAMA, IN CASE NO. 4485, THOMAS W. MCDONALD, ET AL., VS. WILLIAM OTIS, ET AL., A COPY OF WHICH MAP IS ALSO RECORDED IN DEED BOOK 65, PAGES 428 TO 433 INCLUSIVE, AS A PART OF THE FINAL DECREE IN SAID CHANCERY COUNTY CASE NO. 4485, WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT NO. 4 AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 90, A POINT 2615.28 FEET NORTH 11 DEGREES 20 MINUTES 28 SECONDS EAST, FROM REFERENCE POINT BLAKELY; THENCE TURNING TANGENT NORTH 21 DEGREES 29 MINUTES 26 SECONDS WEST, TO A CURVE TO THE RIGHT IN A NORTHERLY DIRECTION WITH A RADIUS OF 1492.74 FEET; THENCE ANGLE LEFT 88 DEGREES 00 MINUTES 34 SECONDS ALONG THE NORTHERLY LINE OF LOT NO. 4 ON A BEARING OF SOUTH 70 DEGREES 3 0 MINUTES WEST, FOR A DISTANCE OF 25 7 .14 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 34 DEGREES 48 SECONDS FOR A DISTANCE OF 192.15 FEET ON A

BEARING OF SOUTH 3 5 DEGREES 42 SECONDS WEST, TO A POINT OF CURVE WITH A RADIUS OF 458.10 FEET CONCAVE TO THE LEFT AND A CENTRAL ANGLE OF 8 DEGREES 40 MINUTES FOR A DISTANCE OF 69 .29 FEET, ARC LENGTH IN A SOUTHWESTERLY DIRECTION; THENCE TURN TANGENT SOUTH 27 DEGREES 2 MINUTES WEST, TO THE SAID DESCRIBED CURVE; THENCE ANGLE LEFT 135 DEGREES, AND 30 MINUTES ON A BEARING OF NORTH 71 DEGREES 32 SECONDS EAST, A DISTANCE OF 483 .15 FEET TO THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 90; THENCE LEFT 99 DEGREES 15 MINUTES 40 SECONDS TO THE TANGENT OF A CURVE WITH A RADIUS OF 1492.74 FEET AND A CENTRAL ANGLE OF 6 DEGREES 14 MINUTES 14 SECONDS CONCAVE TO THE RIGHT IN A NORTHERLY DIRECTION, ARC LENGTH 162.50 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

ALL THAT PART OF LOT NUMBER 5 OF BLAKELY ISLAND, ACCORDING TO MAP OF SAID ISLAND OF RECORD IN THE PROBATE COURT, MOBILE COUNTY, ALABAMA, IN CASE NO. 4485, THOMAS W. MCDONALD, ET AL VS. WILLIAM OTIS, ET AL, A COPY OF WHICH MAP IS ALSO RECORDED IN DEED BOOK 65 N.S., PAGES 428 TO 433, INCLUSIVE, AS A PART OF THE FINAL DECREE IN SAID PROBATE COURT CASE NO. 4485, WHICH LIES WEST OF THE WEST LINE OF U.S. HIGHWAY 90, WHICH SAID LOT IS PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6 AND RUN S 00° 14' 52" W, CE = 89.70 FEET; THENCE S 05° 07' 19" W, CE = 95.57 FEET; THEN S 09° 34' 36" W, CE= 111.14 FEET TO THE POINT OF BEGINNING; THENCE N 70° 30' 00" E, 988.57 FEET TO A POINT ON THE WEST R.O.W. OF U.S. HIGHWAY 90/98; THENCE ALONG SAID R.O.W. IN A CURVE, CONCAVE LEFT (RADIUS = 1916.91 FEET) AT A CHORD S 22° 01' 13" E, CM = 171.40 FEET; THENCE LEAVING SAID R.O.W. S 70° 43' 50" W, 995.00 FEET TO A POINT ON THE EAST BANK OF THE MOBILE RIVER; THENCE ALONG SAID MOBILE RIVER AT THE FOLLOWING CHORD AND DISTANCES: N 22° 43' 38" W, CM = 123.20 FEET; THENCE NORTH 12° 36' 27" W, CE = 35.71 FEET; THENCE N 09° 34' 36" W, 8.91 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 00, T-4-S, R-1-W, MOBILE COUNTY, ALABAMA.

#### PARCEL 3:

ALL THAT PART OF LOT NUMBER 6 OF BLAKELY ISLAND, ACCORDING TO MAP OF SAID ISLAND OF RECORD IN THE CHANCERY COURT, MOBILE COUNTY, ALABAMA, IN CASE NO. 4485, THOMAS W. MCDONALD, ET AL., VS. WILLIAM OTIS, ET. A], A COPY OF WHICH MAP IS ALSO RECORDED IN DEED BOOK 65 N.S., PAGES 428 TO 433 INCLUSIVE, AS A PART OF THE FINAL DECREE IN SAID CHANCERY COURT CASE NO. 4485, WHICH LIES WEST OF THE WEST LINE OF U.S. HIGHWAY 90, WHICH SAID LOT IS PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 6 AND RUN N 70°30'00" E, 916.61 FEET TO A POINT ON THE WEST R.O.W. OF U.S. HIGHWAY 90/98; THENCE ALONG SAID R.O.W. S 14°3 L '13" E, 116.24 FEET; THENCE ALONG SAID R.O.W. IN A CURVE, CONCAVE LEFT (RADIUS=1916.91 FEET) AT A CHORD S 16°59'21" E, CH=165.14 FEET; THENCE LEAVING SAID R.O.W. S 70°30'00" W, 988.57 FEET TO A POINT ON

THE EAST BANK OF THE MOBILE RIVER; THENCE ALONG SAID MOBILE RIVER AT THE FOLLOWING CHORD BEARINGS AND DISTANCES: N 09°34'36" W, CH= L 11.14 FEET; THENCE N 05°07'19" E, CH=95.57 FEET; THENCE N 00°14'52" E, 89.70 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 00, T-4- S, R-1-W, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from R-1, Single-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-2, Heavy Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-2, Heavy Industry District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

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



**Agenda of:**6/14/2022

**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 packet Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/1/2022 - 1:58 PM

# RESOLUTION

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

Adopte	ea:	
	City Clerk	

### Notice of Public Hearing for the Proposed Rezoning of Property Located at 1248 Montlimar Drive and 3500 Michael Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 10, 2022, a public hearing will be held on the 7th day of June, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at (north side of Michael Boulevard,  $316 \pm$  west of Montlimar Drive, extending to the west side of Montlimar Drive,  $245 \pm$  north of Michael Boulevard) from R-1, Single-Family Residential District, and B-3, Community Business District, to B B-3, Community Business District.

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

Lisa C. Lambert City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

<u>Section One:</u> That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN NORTH 00 DEGREES, 32 MINUTES WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 2666 FEET OT A POINT; THENCE RUN NORTH 89 DEGREES, 36 MINUTES EAST 1322.92 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES, 32 MINUTES EAST 994.87 FEET TO THE NORTHWEST CORNER OF FAMILY PLACE APARTMENTS (FORMERLY KIMBERLY MANOR APARTEMENT COMPLEX); THENCE ALONG THE NORTHERN AND EASTERN BOUNDARY OF SAID FAMILY PLACE APARTMENTS (FORMERLY KIMBERLY MANOR) AS FOLLOWS; NORTH 89 DEGREES, 36 MINUTES EAST 400 FEET, SOUTH 00 DEGREES, 32 MINUTES EAST 794.39 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED: THENCE CONTINUING ALONG SAID EASTERN BOUNDARY OF FAMILY PLACE APARTMENTS (FORMERLY KIMBERLY MANOR) AS FOLLOWS: SOUTH 89 DEGREES, 36 MINUTES WEST 112.16 FEET, SOUTH 00 DEGREES, 32 MINUTES EAST 300.0 FEET TO THE SOUTHEAST CORNER OF FAMILY PLACE APARTMENTS (FORMERLY KIMBERLY MANOR), SAID

POINT BEING ON THE NORTH RIGHT OF WAY LINE OF MICHAEL BOULEVARD (80 FOOT RIGHT OF WAY); THENCE ALONG SAID NORTH LINE OF MICHAEL BOULEVARD RUN SOUTH 74 DEGREES, 10 MINUTES EAST 116.9 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES, 32 MINUTES WEST 332.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.81 ACRES, MORE OR LESS.

LOT 9, MONTLIMAR OFFICE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 33, PAGE 3 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA CONTAINING 0.7 ACRES MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-3, Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

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

# NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of June, 2022 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

# Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 20th day of May, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at 1248 Montlimar Drive and 3500 Michael Boulevard (North side of Michael Boulevard, 316'± West of Montlimar Drive, extending to the West side of Montlimar Drive, 245'± North of Michael Boulevard).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-3 districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in B-3 districts until the following conditions have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

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

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

<u>Section One:</u> That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN NORTH 00 DEGREES, 32 MINUTES WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 2666 FEET OT A POINT: THENCE RUN NORTH 89 DEGREES, 36 MINUTES EAST 1322.92 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES, 32 MINUTES EAST 994.87 FEET TO THE NORTHWEST CORNER OF FAMILY PLACE APARTMENTS (FORMERLY KIMBERLY MANOR APARTEMENT COMPLEX); THENCE ALONG THE NORTHERN AND EASTERN BOUNDARY OF SAID FAMILY PLACE APARTMENTS (FORMERLY KIMBERLY MANOR) AS FOLLOWS; NORTH 89 DEGREES, 36 MINUTES EAST 400 FEET, SOUTH 00 DEGREES, 32 MINUTES EAST 794.39 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED: THENCE CONTINUING ALONG SAID EASTERN BOUNDARY OF FAMILY PLACE APARTMENTS (FORMERLY KIMBERLY MANOR) AS FOLLOWS: SOUTH 89 DEGREES, 36 MINUTES WEST 112.16 FEET, SOUTH 00 DEGREES, 32 MINUTES EAST 300.0 FEET TO THE SOUTHEAST CORNER OF FAMILY PLACE APARTMENTS (FORMERLY KIMBERLY MANOR), SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF MICHAEL **BOULEVARD (80 FOOT RIGHT OF WAY); THENCE ALONG SAID NORTH** LINE OF MICHAEL BOULEVARD RUN SOUTH 74 DEGREES, 10 MINUTES EAST 116.9 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES, 32 MINUTES WEST 332.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.81 ACRES, MORE OR LESS.

LOT 9, MONTLIMAR OFFICE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 33, PAGE 3 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA CONTAINING 0.7 ACRES MORE OR LESS. The classification of said property is hereby changed from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-3, Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

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

Lisa Lambert, City Clerk		
· ·		
Adopted:		

CCAE, LLC
1248 Montlimar Drive and 3500 Michael Boulevard
(North side of Michael Boulevard, 316'± West of Montlimar Drive, extending to the
West side of Montlimar Drive, 245'± North of Michael Boulevard).
Council District 5
Joel Dayes



# THE CITY OF MOBILE, ALABAMA PLANNING & ZONING DEPARTMENT

# **MOBILE CITY PLANNING COMMISSION**

May 4, 2022 City Council Mobile Government Plaza Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of April 21, 2022 considered the request of CCAE, LLC for a change in zoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District for the property located at 1248 Montlimar Drive and 3500 Michael Boulevard (North side of Michael Boulevard, 316'± West of Montlimar Drive, extending to the West side of Montlimar Drive, 245'± North of Michael Boulevard).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas Deputy Director, Planning &Zoning Department

tms Attachments



# THE CITY OF MOBILE, ALABAMA MOBILE CITY PLANNING COMMISSION

#### LETTER OF DECISION

April 26, 2022

Harold Petit 5709 Salmen Street Harahan, Louisiana 70123

### Re: 1248 Montlimar Drive and 3500 Michael Boulevard

(North side of Michael Boulevard, 316'± West of Montlimar Drive, extending to the West side of Montlimar Drive, 245'± North of Michael Boulevard). Council District 5

ZON-001999-2022 (Rezoning)

CCAE, LLC

Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District.

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

At its meeting on April 21, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission recommended to the City Council that the site be rezoned for the following reason:

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

The rezoning should be subject to the following conditions:

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

The advertising fee for this application is \$337.40. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

# ZON-001999-2022 CCAE, LLC April 26, 2022

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

## MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

Margaret Pappas

Deputy Director of Planning and Zoning

Cc: Erdman Surveying, LLC

ERDMAN SURVEYING 4337 SCHILLINGER RD. SOUTH MOBILE AL 36619 PHONE 251-422-6510

# ERDMAN SURVEYING

April 7, 2022

Mobile Planning Commission

## Commision:

My client, Johnstone Supply Company, wants to expand their warehouse at 1248 Montlimar Drive, Mobile Al. 36609. There is no space to expand on either side of them at the present time, so they want to expand in the back and on to the property at 3500 Michael Blvd., Mobile Al. 36609. The property is currently zoned R-1, we would like to change it to B-3. As you can tell by the zoning map that the property to the North and to the West of 3500 Michael Blvd. is zoned R-3 multi-family (Avalon Apartments), and to the East and South of 3500 Michael Blvd. is zoned B-3

If you have any question please call me at 251-422-6510.

Sincerely,

Craig Erdman

Surveyor

#### MOBILE CITY PLANNING COMMISSION

#### MARCH 29, 2022

#### PUBLIC HEARING NOTICE



Re:

#### 1248 Montlimar Drive and 3500 Michael Boulevard

(North side of Michael Boulevard,  $316'\pm$  West of Montlimar Drive, extending to the West side of Montlimar Drive,  $245'\pm$  North of Michael Boulevard).

Council District 5

ZON-001999-2022 (Rezoning)

CCAE, LLC

Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 21, 2022, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Planning & Zoning/City of Mobile P. O. Box 1827 Mobile, AL 36633-1827 Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by 2:00 p.m. on Wednesday, April 20, 2022, to allow adequate time for the Commission members to review the information.

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

#### MOBILE CITY PLANNING COMMISSION

#### March 29, 2022

#### **PUBLIC HEARING NOTICE**



Re:

1248 Montlimar Drive and 3500 Michael Boulevard

(North side of Michael Boulevard, 316'± West of Montlimar Drive, extending to the West side of Montlimar Drive, 245'± North of Michael Boulevard).

Council District 5

ZON-001999-2022 (Rezoning)

CCAE, LLC

Rezoning from R-1, Single-Family Residential District, and B-3, Community Business District, to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, April 21, 2022, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Planning & Zoning/City of Mobile P. O. Box 1827 Mobile, AL 36633-1827 Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by 2:00 p.m. on Wednesday, April 20, 2022, to allow adequate time for the Commission members to review the information.

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



City of Mobile · Planning & Zoning

# **Subdivision Application**

All of the necessary information for Subdivision approval, as required by the Subdivision Regulations, must be submitted with this application, otherwise, this application will not be considered for approval. Please submit:

- SEVEN (7) copies of his application;
- SEVEN (7) copies of the Engineer's / Surveyor's plats and Legal description;
- · DIGITAL copy (DXF or DWG AutoCAD 2007 compatible) of the Engineer's / Surveyor's plat; and

Labels and copy of labels.		
JOHNSTONE SUPPLY SUBDIV	'ISION	
Subdivision Name		
1248 MONTLIMAR DRIVE MOB	ILE AL. 36609	
Location		
ERDMAN SURVEYING LLC	251-422-6510	EROMANSURVEYING@GMAIL.COM
Engineer's Name	Phone	Email
4337 SCHILLINGER ROAD SOI	JTH MOBILE AL.	36619
Address		Zip Code
CCAE, LLC	(504) 733-1495	hpetit@johnstonesupply.com
Applicant's Name	Phone	Email
5709 SALMEN ST., HARAHA	N, LA	70123
Address		Zip Code
HAROLD PETIT	(504) 733-1495	hpetit@johnstonesupply.com
Owner's Name	Phone	Email
5709 SALMEN ST., HARAHAI	N, LA	70123
Address		Zip Code
28-07-25-3-000-001.13, 28-07-2	5-3-000-001.02	
Parcel Number (s)		
Area of Property, sq ft or acres: 66730.0+/-	sq. ft. 1.53+/- ac.	roposed Number of Lots: 1
Section, Township, Range: SEC 25, T4S, I	R2W FI	ood Zone: X-UNSHADED
Current zoning: R-1 & B-3		
Sanitary facilities provided (Ex: City water and indi	vidual septic tanks): CITY V	VATER & SEWER
The undersigned submits the enclosed subdivision		
Vandel CONST	•	3/14/2022
Signature of owner or authorized agent of owner		Date
Signature of property owner, or letter from prop	erty owner authorizing applican	t to submit application, is required to file (if
edia Moi	ile, PO Box 1827, Mobile, Alabama 36	
Formore informations www.	Build Mad to any I planning Delivermob	10/0/r/1/251/208/5895

Revised May 2020



# BARRY A. VITTOR & ASSOCIATES, INC.

#### **ENVIRONMENTAL RESEARCH & CONSULTING**

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

December 28, 2017

Joy Earp Coastal Alabama Team Lead Regulatory Division Mobile District Corps of Engineers P.O. Box 2288 Mobile, AL 36628-0001

Subject: Wetland Determination for Johnstone Supply, Mobile, AL

Dear Ms. Earp:

Barry A. Vittor & Associates, Inc. has conducted a wetland inspection of a 0.8-acre property located on Michael Blvd. in Mobile, Alabama. This property is owned by The Pelican Group, Inc. and Johnstone Supply is considering purchasing the site to allow it to expand its present operation on the adjoining property. Vittor & Associates' wetland biologists performed the inspection in accordance with the 2010 Interim Regional Supplement to the Corps of Engineers' 1987 Wetland Delineation Manual: hydrology, soils, and vegetation were evaluated to determine whether wetlands occur within the property. The attached wetland determination data form was compiled to describe these characteristics of the property at the time of our survey (December 19, 2017).

The subject property is located between an apartment complex that fronts on Michael Blvd., and commercial developments that face Montlimar Drive. It is heavily wooded with loblolly pine (Pinus taeda) and water oak (Quercus nigra), with a variety of other canopy species such as red maple (Acer rubrum), Chinese tallow tree (Triadica sebifera), and swamp bay (Persea palustris). Scattered shrubs include wax myrtle (Morella cerifera), Chinese privet (Ligustrum sinense), huckleberry (Vaccinium elliottii), and farkleberry (Vaccinium arboretum). Ground cover is sparse but includes bracken fern (Pteridium aquilinum). The property exhibits no wetland hydrology indicators, such as oxidized rhizospheres on living roots, drainage patterns, or crayfish burrows. Despite recent rainfall, no saturation was observed even to a depth of 30 inches. The absence of wetland hydrology appears to be a result of ditching and the large drainage canal that runs along Michael Blvd. across from the property. The Mobile County soil map classifies this site as containing Smithton Urban (Type 46) soils, which are typically developed and often are permanently drained. Soils in this property exhibit the effects of water table drawdown: while the soils are very dark with some organics, they are also friable and lack redox features.

In summary, the subject property does meet the wetland vegetation criterion, but does not meet either the wetland hydrology criterion or the hydric soil criterion. Vittor & Associates

concluded that this property contains no Sec. 404 wetlands. We request Corps of Engineers concurrence with our findings. Contact information for the property owner is as follows:

The Pelican Group, Inc. P.O. Box 160403 Mobile, AL 36616-1403 (251)342-8600

Contact information for Johnstone Supply is shown below.

Dwayne Farbe VP Sales Johnstone Supply-Petit Group (504)733-1495

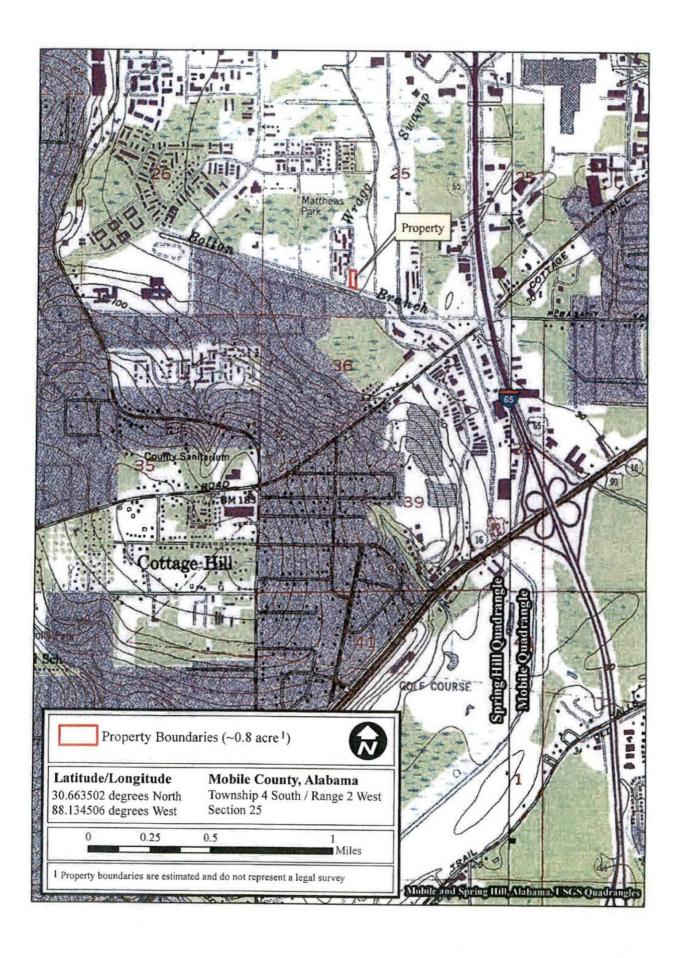
Thanks you for your attention to this request. Please call at your earliest convenience if you have any questions or need additional information.

Sincerely,

Barry A. Vittor, PhD

President

Cc: Dwayne Farbe Johnstone Supply-Petit Group







# WETLAND DETERMINATION DATA FORM- Atlantic and Gulf Coastal Plain Region

Project/Site: Johnstone Michael Blvd	City/County:Mobile	Sampling Date: 12/19/2017
Applicant/Owner The Pelican Group Inc.		State: Alabama Sampling Point: #1
Investigator(s): Temy Whitehurst and Matt Stowe	Section, Township, Range: S2	T4S R2W
Land (Hillstope, terrace, etc.): Terrace/Flat	Local relief (concave, convex, none	:Slope (%):
Subregion (LRR or MLRA):	Lat: 30.663157	Long: -88,134381 Datum:
Soil Map Unit Name: Mapped in Web Soil Survey as	Urban land - Smithton	NWI classification:
Are climatic/hydrologic conditions on the site typical f		No (if no, explain in Remarks.)
Are Vegetation Soil or Hydrology	significantly disturbed? Are	"Normal Circumstances" present? Yes X No
Are Vegetation Soil or Hydrology	naturally problematic? (if r	needed, explain any answers in Remarks.)
SUMMARY OF FINDINGS - Attach site map	showing sampling point locat	ions, transects, important features, etc.
Hydrophytic Vegetation Present? Yes X	No	
Hydric Soll Present? Yes		
Wetland Hydrology Present? Yes	No X is the Sampled A	rea Yes No <u>X</u>
		163 NO
Remarks: HYDROLOGY	- · <del> · · · - · · · · · · · · · · ·</del>	
Wetland Hydrology Indicators:	<del></del>	
		Secondary Indicators (minimum of two required)
Primary Indicators (minimum of one is required: check	all that apply)	Surface Soll Cracks (B6)
Surface Water (A1)	Nater-Stained Leaves (B9)	Sparsely Vegetated Concave Surface (B8)
High Water Table (A2)	Aquatic Fauna (B13)	Drainage Patterns (B10)
Saturation (A3)	fart Deposits (B15) (LRR U)	Moss Trim Lines (B16)
	lydrogen Sulfide Odor (C1) Oxidized Rhizospheres on Living Roots	(C3) Dry-Season Water Table (C2) Crayfish Burrows (C8)
Dritt nebosits (R3)	resence of Reduced Iron (C4)	Saturation Visible on Aerial Imagery (CO)
Algal Mat or Crust (B4)	Recent Iron Reduction in Tilled Soils (CE Trin Muck Surface (C7)	) Geomorphic Position (D2)
ਜ਼ਿ <i>ਜ਼</i> ਾਂ ''' ' — '	• •	Shallow Aquitand (D3)
Inundation Visible on Aerial Imagery (87) (	ther (Explain in Remarks)	FAC-Neutral test (D5)
<u> </u>	<del></del>	The state of the s
Field Observations:		
Surface Water Present? Yes No _X D	epth (Inches):	
Water Table Present? Yes No X D	epth (inches):	:
Saturation Present? Yes No _X D	epth (Inches):	Wetland Hydrology Present? Yes No X
, (Includes capillary fringe)	-	
Describe Recorded Data (stream gauge, monitoring well	aerial photos, previous inspections), il	avallable:
	•	
Remarks:		
		,
Not saturated		
		,
		1
		,
		1
		1

# **VEGETATION** – Use scientific names of plants.

Sampling Point: #1

·	Absolute	Dominant	1111	Dominance Test worksheet:
Tree Stratum (Plot size:	% Cover		Indicator	Number of Bandan Agency
1. Pinus taeda	30%	Species?	<u>Status</u> FAC	Number of Dominant Species
2. Quercus nigra	15%	<del>-Y</del>		That are OBL, FACW, or FAC: 2 (A)
3. Acer rubrum	13%	<u> </u>	FAC	<b>4</b>
	<del></del>	N	FAC	Total Number of Dominant
		N	FAC:	Species Across All Strata: 2 (B)
5. Persea palustris		_ N	FACW _	7
6	<del>-</del>			Percent of Dominant Species
<del></del>		<del></del> -		That are OBL, FACW, or FAC: 180% (A/B)
<del></del>		Total Cover		- 100% (ADB)
Sapilng Stratum (Plot size:)	_			Prevalence index worksheet:
	<del></del>	<del></del>		Total % Cover of: Multiply by:
	<del></del>		<del>-</del>	OBL species x1=
<del></del>			-	FACW species x2=
		<del></del>		FAC species x3=
			<u> </u>	FACU species x4=
				UPL species x5=
<u></u>				Column Totals: (A) (B
		Total Cover		Prevalence Index = B/A=
rub Stratum (Plot size:			'	Hydrophytic Vegetation Indicators:
Morella cerifera		N	FAC	myerophytic vegatation indicators;
Ligustrum sinense		N	FAC	Do-1 Fo-4 ! 500/
Vaccinium elliottil	<del></del>			Dominance Test is >50%
		. <u>N.                                    </u>	FACW	Prevalence Index is ≤3.01
Vaccinium ardoreum		N'	FACU	Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)
				(CAPILLIA)
		·		Indicators of hydric soil and wetland hydrology must
		====	<del>=</del>	be present, unless disturbed or problematic.
		T-A-1 Comme	===	be present, unless disturbed or problematic.
rb Stratum (Plot size:		Total Cover		Definitions of Vegetation Strata:
TO Stratum (Piot Size:		•		Tree - Woody plants, excluding woody vines,
Diaddium				approximately 20 ft (6 m) or more in height and 3 in. (7.4)
Pteridium aqullinum		<u> </u>	- FACU:-	cm) or larger in diameter at breast height (DBH).
				1
				Sapling – Woody plants, excluding woody vines,
			-	approximately 20 ft (6m) or more in height and less than
				3 in. (7.6 cm) DBH,
				Shrub - Woody plants, excluding woody vines,
				approximately 3 to 20 ft (1 to 6 m) height.
	<del></del>	<del></del>		abbroximated a to so it ( ) to a thi tisiRit
		<del></del>	<u> </u>	and a man a ma
<del></del>		<del></del>	<u> </u>	Herb - All herbaceous (non-woody) plants, including
<del></del>	<del></del>	*		herbaceous vines, regardless of size. Includes woody
1			-	plants, except woody vines, less than approximately 3
<del></del>	<del></del>			ft. (1 m) in height.
·				
	<del></del>		Ī.	Woody vine - All woody vines, regardless of height
· ——— · - ——— -		Total Cover		. , , ,
dy Vine Stratum (Plot size:)			f	,
Smilax sp		Ñ.	:	
-Vitis rotundifolia	<del>:</del>			_
VAIGTOTOTION		<u>N</u>	FAC	·
	<u> </u>		<u></u>	
	<del></del>			Hydrophytic
yr	· <del></del>			Vegetation
		Total Cover		
				<u> </u>
	_	roral Cover		Present? Yes X No

Depth   Multik   Peday Feature   Color (mole)   %   Out (mole)   %   Type   Loc	Project Description: (Describe to the depth	needed to docume	ent the indicator or cor	nfirm the absen	ce of Indicators.)	<del></del>
1 Type: C=Concentration, D=Deptetion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.  1 Type: C=Concentration, D=Deptetion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.  1 Type: C=Concentration, D=Deptetion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.  1 Type: C=Concentration, D=Deptetion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.  2 Location: PL=Pore Lining, M=Matrix. Indicators for Problematic Hydric Soils*.  1 I cm Muck (A9) (LRR O) 1 Loamy Mucky Mineral (RT) (LRR O) 1 Loamy Mucky Mineral (RT) (LRR O) 1 Stratified Layers (A5) 2 Organic Bodies (A6) (LRR P, T, U) 3 Organic Bodies (A6) (LRR P, T, U) 4 Organic Bodies (A6) (LRR P, T, U) 5 orm Mucky Mineral (A7) (LRR P, T, U) 5 orm Mucky Mineral (A7) (LRR P, T, U) 5 orm Mucky Mineral (A7) (LRR P, T, U) 5 orm Mucky Mineral (A7) (LRR P, T, U) 6 orm Muck (A9) (LRR P, T) 7 Opeleted Below Dark Surface (FF) 8 orm Mucky (A10) (LRR P, T) 9 Depleted Below Dark Surface (A11) 1 Depleted Surface (A12) 1 Coast Prairie Redox (A16) (MLRA 150A) 1 Sandy Mucky Mineral (S1) (LRR O) 2 Delia Ochnic (F11) (MLRA 15) 3 Sandy Gleyed Matrix (S4) 3 Sandy Gleyed Matrix (S4) 3 Sandy Mucky Mineral (S1) (LRR O) 3 Delia Ochnic (F17) MLRA 15) 4 Indicators of hydrophytic vegetation and wettand hydrology must be present, unless disturbed or problematic.  2 Indicators of hydrophytic vegetation and wettand hydrology must be present, unless disturbed or problematic.  3 Indicators of hydrophytic vegetation and wettand hydrology must be present, unless disturbed or problematic.  4 Hydric Soil Present? Yes No X						
Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.  Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.  Histosol (A1) Hydric Soil Indicators:  Histosol (A2) Histosol (A2) Black Histic (A3) Loamy Mucky Mineral (A1) Hydrogen Sulfide (A4) Loamy Mucky Mineral (A1) Stratified Layers (A5) Organic Bodies (A6) (LRR P, T, U) Som Mucky Mineral (A7) (LRR P, T, U) Muck Presence (A8) (LRR P, T, U) Depleted Dark Surface (F6) Som Muck (A9) (LRR P, T, U) Persence (A8) (LRR P, T, U) Depleted Below Dark Surface (F7) Hunder Presence (A8) (LRR P, T) Depleted Below Dark Surface (A12) Thick Dark Surface (A12) Sandy Mucky Mineral (A1) Sandy Mucky Mineral (S1) (LRR O) Delia Centric (F11) (MLRA 15) Sandy Gleyed Matrix (S4) Sandy Gleyed Matrix (S4) Sandy Redox (S5) Piedmont Floodplain Soils (F19) (MLRA 149A) Anomalous Bright Loamy Soils (F20) (MLRA 149A) Hydric Soil Present? Yes No x		Color (moist)	<u> % Τγρθ¹</u>	Loc²		Remarks
1 Type: C=Concentration, D=Deptetion, RM=Reduced Mátrix, CS=Covered or Coated Sand Grains.  1 Type: C=Concentration, D=Deptetion, RM=Reduced Mátrix, CS=Covered or Coated Sand Grains.  1 Indicators:    Histosol (A1)				<del></del>		
Indicators for Problematic Hydric Soils*:  Histosol (A1) Histic Epipedon (A2)  Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5)  Organic Bodies (A6) (LRR P, T, U)  Muck Presence (A8) (LRR P, T, U) Depleted Matrix (F3)  Indicators for Problematic Hydric Soils*:  Polyvalue Below Surface (S8) (LRR S, T, U)  Infin Dark Surface (S9) (LRR C)  Infin Dark Surface (S9) (LRR C)	<del></del>	<del></del>				
Indicators for Problematic Hydric Soils*:  Histosol (A1) Histic Epipedon (A2)  Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5)  Organic Bodies (A6) (LRR P, T, U)  Muck Presence (A8) (LRR P, T, U) Depleted Matrix (F3)  Indicators for Problematic Hydric Soils*:  Polyvalue Below Surface (S8) (LRR S, T, U)  Infin Dark Surface (S9) (LRR C)  Infin Dark Surface (S9) (LRR C)		<del></del>	<del></del>	<del></del> ,	<del></del>	
Indicators for Problematic Hydric Soils*:  Histosol (A1) Histic Epipedon (A2)  Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5)  Organic Bodies (A6) (LRR P, T, U)  Muck Presence (A8) (LRR P, T, U) Depleted Matrix (F3)  Indicators for Problematic Hydric Soils*:  Polyvalue Below Surface (S8) (LRR S, T, U)  Infin Dark Surface (S9) (LRR C)  Infin Dark Surface (S9) (LRR C)						
Indicators for Problematic Hydric Soils*:  Histosol (A1) Histic Epipedon (A2)  Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5)  Organic Bodies (A6) (LRR P, T, U)  Muck Presence (A8) (LRR P, T, U) Depleted Matrix (F3)  Indicators for Problematic Hydric Soils*:  Polyvalue Below Surface (S8) (LRR S, T, U)  Infin Dark Surface (S9) (LRR C)  Infin Dark Surface (S9) (LRR C)	¹ Type: C=Concentration, D=Deptetion, RM=R	educed Mátřix, CS=(	Covered or Coated Sand	l Grains.	<sup>2</sup> Location: PL≂Pore N	ning Makalay
Histic Epipedon (A2)  Black Histic (A3)  Black Histic (A3)  Hydrogen Sulfide (A4)  Stratified Layers (A5)  Organic Bodies (A6) (LRR P, T, U)  Depleted Matrix (F3)  Muck (A9) (LRR P, T, U)  Depleted Dark Surface (F6)  5 cm Muck (A9) (LRR P, T, U)  Muck Presence (A8) (LRR P, T)  Depleted Dark Surface (F7)  Redox Depressions (F8)  1 cm Muck (A9) (LRR P, T)  Depleted Below Dark Surface (A11)  Thick Dark Surface (A12)  Coast Prairie Redox (A16) (MLRA 150A)  Sandy Mucky Mineral (S1) (LRR R)  Sandy Redox (S5)  Sandy Redox (S5)  Dark Surface (S7) (LRR P, S, T)  Depleted Below Dark Surface (A12)  Coast Prairie Redox (A16) (MLRA 150A)  Sandy Mucky Mineral (S1) (LRR R)  Depleted Derive (F17) (MLRA 15)  Reduced Vertic (F18) (MLRA 150A, 150B)  Sandy Redox (S5)  Dark Surface (S7) (LRR P, S, T, U)  Restrictive Layer (if observed):  Type:  Depth (inches):  Hydric Soil Present? Yes — No X	riyane son materiales:	- · · · · · · · · · · · · · · · · · · ·			Indicato	rs for Problematic Hydric Solls":
Type: Depth (Inches): Hydric Soil Present? Yes No _X	Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Organic Bodies (A6) (LRR P, T, U) 5 cm Mucky Mineral (A7) (LRR P, T, U) Muck Presence (A8) (LRR U) 1 cm Muck (A9) (LRR P, T) Depleted Below Dark Surface (A11) Thick Dark Surface (A12) Coast Prairie Redox (A16) (MLRA 150A) Sandy Mucky Mineral (S1) (LRRR O) Sandy Gleyed Matrix (S4) Sandy Redox (S5) Stripped Matrix (S6)	Thin Dark Loamy M Loamy GI Depleted Redox Da Depleted Redox Da Marl (F10) Depleted Iron-Mang Umbric St Deita Och Reduced \( \)	k Surface (S9) (LRR S, 1 lucky Mineral (F1) (LRR leyed Matrix (F2) Matrix (F3) ark Surface (F6) Dark Surface (F7) epressions (F8) ) (LRR U) Ochric (F11) (MLRA 15) ganese masses (F12) (L urface (F3) 9LRR P, T, U urface (F17) (MLRA 15) Vertic (F18) (MLRA 150 Fioodplain Soils (F19) (F19)	(, U) O) I) RR O, P, T) J) A, 150B) MLRA 149A)	2 cm Muck (A10) Reduced Vertic ( Piedmont Floodp Anomalous Brigh 153B) Red Parent Mate Very Shallow Dat Other (Explain in	(LRR S) F18) (outside MLRA 150A,B) Iain Soils (F19) (LRR P, S, T) It Loamy Soils (F20) (MLRA rial (TF2) It Surface (TF12) (LRR T, U) Remarks)  drophytic vegetation and by must be present
Type: Depth (Inches): Hydric Soil Present? Yes No _X	<u></u>	<del></del>	····		<del></del>	
Depth (inches): Hydric Soil Present? Yes No _X	•			•	-	
Tryund Soil Present? Yes No _X	Type: Depth (Inches):	<del></del>			1	
Remailks:		<del></del>	- <del>-</del> _		Hydric Soil Present	? Yes No <u>X</u>
						1
		_				

Inst. # 2021055847 Lages: 1 of 6 Doc: VAC I certify this instrument filed on 8/26/2021 1:36 PM Don Davis, Judge of Probate Mobile County, AL. Rec: \$18.00

Clerk: KROBINSON

STATE OF ALABAMA

COUNTY OF MOBILE

#### DECLARATION OF VACATION OF PORTION OF EASEMENT

WHEREAS, CCAE, LLC, a Louisiana limited liability company ("CCAE"), ANTHONY W. HAMMONTREE and MITZI S. HAMMONTREE ("Hammontree"), and MONTLIMAR, LLC, an Alabama limited liability company ("Montlimar LLC), constitute all of the landowners abutting a portion of an unused easement in the City of Mobile, Alabama reserved in the Montlimar Office Park Subdivision plat, said easement being more particularly described as follows, to-wit:

That certain "7.5' DRAINAGE AND UTILITY EASEMENT" located along the western boundary of Lot 9 of Montlimar Office Park, as shown on that certain plat recorded at Map Book 33, Pag 3 recorded in the Probate Court of Mobile County, Alabama on August 6, 1980 ("Montlimar Office Park Plat")

WHEREAS, a copy of the Montlimar Office Park Plat is attached hereto as Exhibit A; and,

WHEREAS, the easement, a portion of which is sought to be vacated, was reserved for "drainage and utility" purposes on the Montlimar Office Park Plat recorded in 1980 prior to the development of the subdivision. Since that time, the subdivision has been fully developed and the easement is not used by the City of Mobile, any utility, nor any property owner in the Montlimar Office Park subdivision for drainage, utility access, or any other purpose; and

WHEREAS, CCAE, Hammontree, and Montlimar LLC, desire to vacate said easement, have requested the City of Mobile to vacate same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alleys and right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

- a. the square footage of the area to be vacated: 750 square feet (7.5' x 100');
- b. the square footage of each lot that abuts the area to be vacated:

PD,31414456.2

- (i) Lot 8: 31,322 square feet (100' x 313.22');
- (ii) Lot 9: 31,254 square feet (100' x 312.54'); and
- (iii)Lot 11: 19,245 square feet (100' x 173.16' x 201.4' x 102.76').

WHEREAS, the City Council of the City of Mobile have assented to the vacation of the said easement as shown by a copy of a Resolution adopted by such governing body, and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, CCAE, Hammontree, and Montlimar LLC, declare the following described right of way of Royal Street to be, and is hereby, vacated:

That certain "7.5" DRAINAGE AND UTILITY EASEMENT" located along the western boundary of Lot 9 of Montlimar Office Park, as shown on that certain plat recorded at Map Book 33, Pag 3 recorded in the Probate Court of Mobile County, Alabama on August 6, 1980

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described easement so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said easement at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth hereinbelow.

[Signatures pages to follow.]

CCAE, LLC, a Louisiana limited liability company

Name: Sumpter M. McGowin, II, Esq.

As Its: Attorney

### STATE OF ALABAMA COUNTY OF MOBILE

I, the undersigned authority in and for said County and State, do hereby certify that Sumpter M. McGowin, II, Esq. whose name as Attorney for CCAE, LLC, a Louisiana limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 3th day of Opril, 2021.

NOTARY PUBLIC

My Commission E

DALE SALVA My Commission Expires October 23, 2021 MONTLIMAR, LLC, an Alabama

limited liability company

As Its:

STATE OF ALABAMA COUNTY OF MOBILE

I, the undersigned authority in and for said County and State, do hereby certify that Avogourns, whose name as langer of MONTLIMAR, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 31st day of March

NOTARY PUBLIC

My Commission Expires:

NOTAR POBLI

HALEY S WEST My Commission Expires December 28, 2024 ANTHONY W. HAMMONTREE

### STATE OF ALABAMA COUNTY OF MOBILE

I, the undersigned authority in and for said County and State, do hereby certify that ANTHONY W. HAMMONTREE, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the day of

NOTARY PUBLIC

My Commission Expires: September 24, 2022

day of

STATE OF ALABAMA COUNTY OF MOBILE

I, the undersigned authority in and for said County and State, do hereby certify that MITZI S. HAMMONTREE, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the

My Commission Expires: My Commission Expires:

September 24, 2022

### Grantor's/Grantee's Addresses:

CCAE, LLC P. O. Box 23716 5709 Salmen St. Harahan, LA 70123

Anthony W. Hammontree Mitzi S. Hammontree 5830 Riverchase Dr. N Mobile, AL 36619

Montlimar, LLC 24390 US Highway 98, Suite 1 Fairhope, AL 36532

PREPARED BY: Sumpter M. McGowin, II Phelps Dunbar LLP 101 Dauphin Street, Suite 1000 Mobile, AL 36602 (251) 441-8228 Inst. # 2021055848 Pages: 1 of 3 Doc: RES
I certify this instrument filed on 8/26/2021 1:37 PM
Don Davis, Judge of Probate
Mobile County, AL. Rec: \$10.50

47.568

Sponsored by:

Clerk: KROBINSON

2021

# RESOLUTION ASSENTING TO VACATION OF A PORTION OF EASEMENT FROM MONTLIMAR OFFICE PARK SUBDIVISION PLAT

	•	 	 

CCAE, LLC, a Louisiana limited liability company ("CCAE"), ANTHONY W. HAMMONTREE and MITZI S. HAMMONTREE ("Hammontree"), and MONTLIMAR, LLC, an Alabama limited liability company ("Montlimar LLC"), constitute all of the landowners

WHEREAS, it having been made known to the City Council of the City of Mobile that:

LLC, an Alabama limited liability company ("Montlimar LLC"), constitute all of the landowners abutting a portion of an unused easement in the City of Mobile, Alabama reserved in the Montlimar Office Park Subdivision plat, said easement being more particularly described as follows, to-wit:

That certain "7.5' DRAINAGE AND UTILITY EASEMENT" located along the western boundary of Lot 9 of Montlimar Office Park, as shown on that certain plat recorded at Map Book 33, Pag 3 recorded in the Probate Court of Mobile County, Alabama on August 6, 1980 ("Montlimar Office Park Plat").

WHEREAS, the easement, a portion of which is sought to be vacated, was reserved for "drainage and utility" purposes on the Montlimar Office Park Plat recorded in 1980 prior to the development of the subdivision. Since that time, the subdivision has been fully developed and the easement is not used and has never been used by the City of Mobile, any utility, nor any property owner in the Montlimar Office Park subdivision for drainage, utility access, or any other purpose; and

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that CCAE, Hammontree, and Montlimar LLC are the only owner of lands abutting said easement; and,

WHEREAS, CCAE, Hammontree, and Montlimar LLC desire to vacate the portion of said easement on Lot 9 of the Montlimar Office Park subdivision, have requested the City of Mobile to vacate same, and have provided notice of their request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, CCAE, Hammontree, and Montlimar LLC have now submitted a request to the City of Mobile to vacate such portion of easement more particularly described herein, lying with the city limits of the City of Mobile, Alabama, pursuant to *Code of Alabama* § 35-2-54, as amended; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the said easement is not used or needed for drainage or utility purposes in the subdivision, and the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way; and,

WHEREAS, the square footage of the area to be vacated is 7,500 square feet (75' x 100');

WHEREAS, the square footage of each lot that abuts the area to be vacated is:

- (i) Lot 8: 31,322 square feet (100' x 313.22');
- (ii) Lot 9: 31,254 square feet (100' x 312.54'); AND
- (iii)Lot 11: 31,254 square feet (100' x 312.54').

NOW, THEREFORE, the premises considered, BE IT RESOLVED by the City Council of the City of Mobile, pursuant to § 35-2-54 of the *Code of Alabama* (1975), as amended, that the following described portion of an unused easement in the City of Mobile, Alabama reserved in the Montlimar Office Park Subdivision plat is hereby vacated:

That certain "7.5' DRAINAGE AND UTILITY EASEMENT" located along the western boundary of Lot 9 of Montlimar Office Park, as shown on that certain plat recorded at Map Book 33, Pag 3 recorded in the Probate Court of Mobile County, Alabama on August 6, 1980

Notice of this Resolution shall be published once in a newspaper in Mobile County no later than fourteen (14) days after its adoption.

ADOPTED this the 20th day of July , 2021, in Mobile, Alabama.

ATTEST: JUL 2 0 2021

City Clerk

#### STATE OF ALABAMA

#### COUNTY OF MOBILE

PREPARED BY: Sumpter M. McGowin, II Phelps Dunbar LLP 101 Dauphin Street, Suite 1000 Mobile, AL 36602 (251) 441-8228 ATC10965

STATE OF ALABAMA
COUNTY OF MOBILE

#### STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MICHAEL BOULEVARD INVESTMENT COMPANY, the GRANTOR, for and in consideration of the sum of ONE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$110,000.00) and other good and valuable consideration hereby acknowledge to have been paid to the said GRANTOR by CCAE, LLC, the GRANTEE, said GRANTOR does hereby GRANT, BARGAIN, SELL AND CONVEY unto the GRANTEE, in fee simple, subject to the provisions hereinafter contained, all that real property in said County, State of Alabama described as follows, to-wit:

Commencing at the Southwest corner of Section 25, Township 4 South, Range 2 West, Mobile County, Alabama, run North 00 degrees, 32 minutes West along the West line of said Section 25, a distance of 2666 feet to a point; thence run North 89 degrees, 36 minutes East 1322.92 feet to a point; thence run South 00 degrees, 32 minutes East 994.87 feet to the Northwest corner of Kimberly Manor Apartment Complex, thence along the Northern and Eastern boundary of said Kimberly Manor, as follows: North 89 degrees, 36 minutes East 400 feet, South 00 degrees, 32 minutes East 794.39 feet to the point of beginning of the property herein described; thence continuing along said Eastern boundary of Kimberly Manor as follows: South 89 degrees, 36 minutes West 112.16 feet, South 00 degrees, 32 minutes East 300.0 feet to the Southeast corner of said Kimberly Manor, said point being on the North right of way line of Michael Boulevard, thence along said North line of Michael Boulevard run South 74 degrees, 10 minutes East 116.9 feet to a point; thence run North 00 degrees, 32 minutes West 332.68 feet to the point of beginning. Containing 0.81 acres, more or less.

PROPERTY ADDRESS: 0.81 Acres Michael Blvd., Mobile, AL

#### THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
- 2. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.
- 3. Easement granted City of Mobile as recorded in Real Property Book 499, Page 430.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD unto the said GRANTEE, and to the successors and assigns of said GRANTEE, in fee simple, FOREVER. GRANTOR makes no warranty or covenant

#### ATC10965

respecting the nature or quality of the title to the property hereby conveyed except the following: GRANTOR does hereby specifically warranty the title to said property against the lawful claims of all persons claiming by, though, or under the GRANTOR, since the date of acquisition thereof by the GRANTOR.

IN WITNESS WHEREOF, GRANTOR, through its authorized agent, has caused this instrument to be executed in its name and on its behalf, on this the day of \_, 2018.

> MICHAEL BOULEVARD INVESTMENT **COMPANY**

ALTON R. BROWN, III

Its: Managing Partner

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared ALTON R. BROWN, III, as the Managing Partner of MICHAEL BOULEVARD INVESTMENT COMPANY, whose name is signed to the foregoing instrument, and who is known to me, who after first being duly sworn on oath did depose and say that being informed of the contents of said instrument, he executed the same voluntarily and with full power and authority to act, on behalf of said company, on the day the same bears date.

Given under my hand and seal on this 3 day of )-(0)

NOTARY PUBLIC
My Commission Expires: 12/21/21

RO22807253000001.14 KEY# 01480061 MONTILMAR LLC 24390 U.S. HWY 98 SUITE 1 FAIRHOPE AL. 36532-3468 RO22807253000001.14 KEY# 01480061 MONTILMAR LLC 24390 U.S. HWY 98 SUITE 1 FAIRHOPE AL. 36532-3468 RO22807253000001.14 KEY# 01480061 MONTILMAR LLC 24390 U.S. HWY 98 SUITE 1 FAIRHOPE AL. 36532-3468

R022807253000077.005 KEY# 02278261 ANTHONY HAMMONTREE 5830 RIVERCHASE DRIVE NORTH MOBILE AL. 36619 R022807253000077.005 KEY# 02278261 ANTHONY HAMMONTREE 5830 RIVERCHASE DRIVE NORTH MOBILE AL. 36619 R022807253000077.005 KEY# 02278261 ANTHONY HAMMONTREE 5830 RIVERCHASE DRIVE NORTH MOBILE AL. 36619

R022807253000077.002 KEY# 02278234 J & M LLC P.O. BOX 16473 MOBILE AL. 36616 R022807253000077.002 KEY# 02278234 J & M LLC P.O. BOX 16473 MOBILE AL. 36616 R022807253000077.002 KEY# 02278234 J & M LLC P.O. BOX 16473 MOBILE AL. 36616

R022807253000001 KEY# 00556847 FAMILY PLACE APARTMENTS AL. LLC 31731 NORTHWESTERN HWY. SIUTE 250W FARMINGTON HILLS MI 48334 R022807253000001 KEY# 00556847 FAMILY PLACE APARTMENTS AL. LLC 31731 NORTHWESTERN HWY. SIUTE 250W FARMINGTON HILLS MI 48334

R022807253000001 KEY# 00556847 FAMILY PLACE APARTMENTS AL. LLC 31731 NORTHWESTERN HWY. SIUTE 250V FARMINGTON HILLS MI 48334

R022807253000001.12 KEY# 01575968 ANTHONY & MITZI HAMMONTREE 5830 RIVERCHASE DRIVE NORTH MOBILE AL. 36619 R022807253000001.12 KEY# 01575968 ANTHONY & MITZI HAMMONTREE 5830 RIVERCHASE DRIVE NORTH MOBILE AL. 36619 R022807253000001.12 KEY# 01575968 ANTHONY & MITZI HAMMONTREE 5830 RIVERCHASE DRIVE NORTH MOBILE AL. 36619

R022807253000001.022 KEY# 03400402 W. W. GRAINGER INC. 3520 PEIDMONT RD. N. E. SUITE 410 ATLANTA GA. 30305 R022807253000001.022 KEY# 03400402 W. W. GRAINGER INC. 3520 PEIDMONT RD. N. E. SUITE 410 ATLANTA GA. 30305 R022807253000001.022 KEY# 03400402 W. W. GRAINGER INC. 3520 PEIDMONT RD. N. E. SUITE 410 ATLANTA GA. 30305

R022807253000001.04 KEY#00556874 GARIBALDI LLC 1128 MAIN STREET SUITE 200 CINCINNATI OH. 45202-7277

R022807253000001.04 KEY#00556874 GARIBALDI LLC 1128 MAIN STREET SUITE 200 CINCINNATI OH. 45202-7277 R022807253000001.04 KEY#00556874 GARIBALDI LLC 1128 MAIN STREET SUITE 200 CINCINNATI OH. 45202-7277

R022807253000001.13 KEY# 01575977 JOHNSTONE SUPPLY 5709 SALMEN STREET HARAHAN, LA. 70123

R022807253000001.13 KEY# 01575977 JOHNSTONE SUPPLY 5709 SALMEN STREET HARAHAN, LA. 70123 R022807253000001.13 KEY# 01575977 JOHNSTONE SUPPLY 5709 SALMEN STREET HARAHAN, LA. 70123

R022807253000001.02 KEY# 00556856 JOHNSTONE SUPPLY 5709 SALMEN STREET HARAHAN, LA. 70123 R022807253000001.02 KEY# 00556856 JOHNSTONE SUPPLY 5709 SALMEN STREET HARAHAN, LA. 70123

R022807253000001.02 KEY# 00556856 JOHNSTONE SUPPLY 5709 SALMEN STREET HARAHAN, LA. 70123

R022807253000077.005 KEY#02278261 HAMMONTREE ANTHONY & MITZI 5830 RIVERCHASE DR. NORTH MOBILE AL. 36619 R022807253000077.005 KEY#02278261 HAMMONTREE ANTHONY & MITZI 5830 RIVERCHASE DR. NORTH MOBILE AL. 36619

R022807253000077.005 KEY#02278261 HAMMONTREE ANTHONY & MITZI 5830 RIVERCHASE DR. NORTH MOBILE AL. 36619 R022807253000001.002 KEY#02040384 DELCHAMPS BUILDING LLC & GATEWAY WEST PARTNERS LLC P.O. BOX 2903 MOBILE AL. 36652-2903

R022807253000001.10 KEY#01671541 SAI WHOLESALE, LLC AN ALABAMA LLC 3210 WYNNFIELD DRIVE WEST . MOBILE AL. 36695-2562 R022807253000001.002 KEY#02040384
DELCHAMPS BUILDING LLC & GATEWAY WEST
PARTNERS LLC
P.O. BOX 2903
MOBILE AL. 36652-2903

R022807253000001.10 KEY#01671541 SAI WHOLESALE, LLC AN ALABAMA LLC 3210 WYNNFIELD DRIVE WEST MOBILE AL. 36695-2562 R022807253000001.002 KEY#02040384 DELCHAMPS BUILDING LLC & GATEWAY W PARTNERS LLC P.O. BOX 2903 MOBILE AL. 36652-2903

R022807253000001.10 KEY#01671541 SAI WHOLESALE, LLC AN ALABAMA LLC 3210 WYNNFIELD DRIVE WEST MOBILE AL. 36695-2562 **SUBDIVISION &** 

**ZONING AMENDMENT STAFF REPORT**Date: April 21, 2022

**APPLICANT NAME** CCAE, LLC

**SUBDIVISION NAME** Johnstone Supply Subdivision

**LOCATION** 1248 Montlimar Drive and 3500 Michael Boulevard

(North side of Michael Boulevard, 316'± West of Montlimar Drive, extending to the West side of Montlimar Drive, 245'±

North of Michael Boulevard).

CITY COUNCIL

**DISTRICT** Council District 5

**PRESENT ZONING** R-1, Single-Family Residential District and B-3.

Community Business District

**PROPOSED ZONING** B-3, Community Business District

**AREA OF PROPERTY** 1 Lot  $/ 1.5 \pm$  Acres

**CONTEMPLATED USE** Subdivision Approval to create a single legal lot of record

from one metes-and-bounds parcel and one legal lot of record; and Rezoning from R-1, Single-Family Residential

District to B-3, Community Business District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other

than that sought by the applicant for this property.

<u>ENGINEERING</u>

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. The pdf submitted for the Subdivision PLAT was in color. ALL of the yellow text (graphic scale, legend, General Notes, boundary bearing & distance labels, etc.) are ILLEGIBLE on the screen and when printed. Also, they will not be legible when scanned at Probate.
- C. Provide and label the monument set or found at each subdivision corner.

- D. Provide a written description for the subdivision boundary.
- E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 NONE.
- F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- G. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at <a href="land.disturbance@cityofmobile.org">land.disturbance@cityofmobile.org</a> prior to obtaining any signatures. No signatures are required on the drawing.
- L. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.

#### Rezoning:

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

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

### TRAFFIC ENGINEERING

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

# **URBAN FORESTRY**

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

## FIRE DEPARTMENT

COMMENTS

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

# TIME SCHEDULE FOR DEVELOPMENT

None provided.

**REMARKS** The applicant is requesting Subdivision Approval to create a single legal lot of record from one metes-and-bounds parcel and one legal lot of record; and Rezoning from R-1, Single-Family Residential District to B-3, Community Business District.

The site has been given a District Center (DC) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 dwelling units per acre) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers (DC) generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

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

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

The applicant proposes to create a single legal lot of record from one metes-and-bounds parcel and one legal lot of record. The lot size is depicted in square feet and acres on the plat, and exceeds the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot size in square feet and acres should be retained on the Final Plat.

The site has frontage along Montlimar Drive, a minor arterial street, with a compliant 80-foot right-of-way, making no dedication necessary. The site also has frontage along Michael Boulevard, a major collector street, and has an existing 80-foot right-of-way. As a major collector street, Michael Boulevard should have a minimum right-of-way of 100-feet, therefore, if approved, dedication should be made to provide 50-feet from the centerline.

The preliminary plat illustrates the 25-foot minimum building setback line along both street frontages. If approved, the setback should be retained on the Final Plat, adjusted for dedication.

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

The preliminary plat depicts a 15-foot drainage easement along Montlimar Drive, which should be retained on the Final Plat, if approved. Furthermore, a note should be placed on the Final Plat stating that no structures are to be placed within an easement without the easement holder's permission.

The subject site partially consists of Lot 9, Montlimar Office Park Subdivision, recorded in 1980, which is developed with an existing commercial structure. The applicant proposes to expand the existing structure onto an adjacent parcel currently zoned residentially, thus the applications at hand.

It should be noted that when the original Subdivision plat was recorded in 1980, Lot 9 had a 7.5-foot drainage and utility easement at the West property line. The applicant has submitted a copy of a recorded "Declaration of Vacation of Portion of Easement", thereby vacating the former easement, and allowing the proposed building expansion.

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

The site is bounded to the North, by B-3, Community Business District and R-3, Multi-Family Residential District; to the West by R-3; and to the East and South by B-3. The applicant states the following to address the rational for the zoning request:

My client, Johnstone Supply Company, wants to expand their warehouse at 1248 Montlimar Drive, Mobile Al. 36609. There is no space to expand on either side of them at the present time, so they want to expand in the back and on to the property at 3500 Michael Blvd., Mobile Al. 36609. The property is currently zoned R-1, we would like to change it to B-3. As you can tell by the zoning map that the property to the North and to the West of 3500 Michael Blvd. is zoned R-3 multi-family (Avalon Apartments), and to the East and South of 3500 Michael Blvd. is zoned B-3

Section 64-9.A.2.a. of the Zoning Ordinance states that new B-3 districts should contain a minimum of four (4) acres, unless abutting an existing commercially or industrially zoned property. As the proposed lot to be rezoned is 1.5± acres, and abuts existing B-3 zoning to the

North and South, this site meets the recommendations for the creation of a new B-3 district. Furthermore, if approved as proposed, the Subdivision would result in a split-zoned lot.

The applicant has an existing HVAC wholesale business at 1248 Montlimar Drive that they wish to expand onto an existing vacant lot (3500 Michael Boulevard). The existing structure has 9,049 square feet of office and warehouse space, with 17,480 square feet proposed to be added, for a total of 26,529 square feet. As the building square footage will be increasing by more than 50%, and this is proposed to be the first commercial development on the Michael Boulevard property, the entire site will need to be brought into full tree planting and landscaped area compliance at the time of development. The applicant should coordinate with staff at the time of development to insure that all proposed trees are spaced appropriately to allow sufficient room to thrive.

As previously mentioned, the site abuts R-3 to the North and West. The site plan depicts a six-foot high chain link fence along the site's perimeter. If approved, the site plan should be revised to depict a residential buffer compliant with Section 64-4.D.1. of the Zoning Ordinance where the site abuts residential property.

A dumpster is illustrated on the site plan, and it is noted that there will be an enclosure, but no mention is made of the sanitary sewer connection requirements of Section 64-4.D.9. of the Zoning Ordinance. As such, a note should be placed on the revised site plan stating that any dumpster placed on the property shall meet the enclosure and sanitary sewer connection requirements of Section 64-4.D.9. of the Zoning Ordinance. Such compliance shall be illustrated on the site plans required for review of the applicable permits.

Finally, it should be noted that there is an existing sidewalk along Montlimar Drive and Michael Boulevard, which should be retained on the site plan, if approved.

# **RECOMMENDATION**

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

- 1) dedication to provide 50-feet from the centerline of Michael Boulevard;
- 2) retention of the lot sizes in square feet and acres, adjusted for dedication;
- 3) retention of the 25-foot minimum building setback lines along both street frontages, adjusted for dedication;
- 4) full compliance with Engineering comments: (FINAL PLAT COMMENTS) (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. The pdf submitted for the Subdivision PLAT was in color. ALL of the yellow text (graphic scale, legend, General Notes, boundary bearing & distance labels, etc.) are ILLEGIBLE on the screen and when printed. Also, they will not be legible when scanned at Probate. C. Provide and label the monument set or found at each subdivision corner. D. Provide a written description for the subdivision boundary. E. Add a note to the SUBDIVISION PLAT

stating that as shown on the 1984 aerial photo (FLIGHT 23 - #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 - NONE. F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. G. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. L. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);

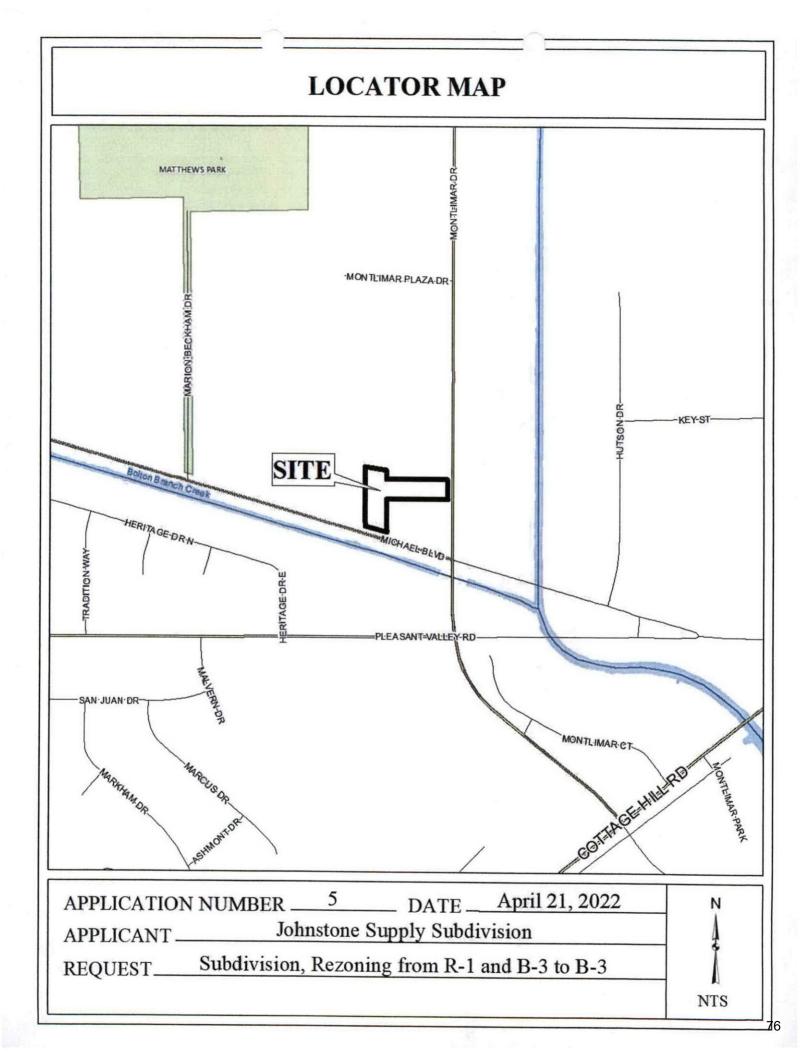
- 5) placement of a note on the Final Plat stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);
- 6) compliance with the Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and
- 7) compliance with the Fire Department comments: All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).

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

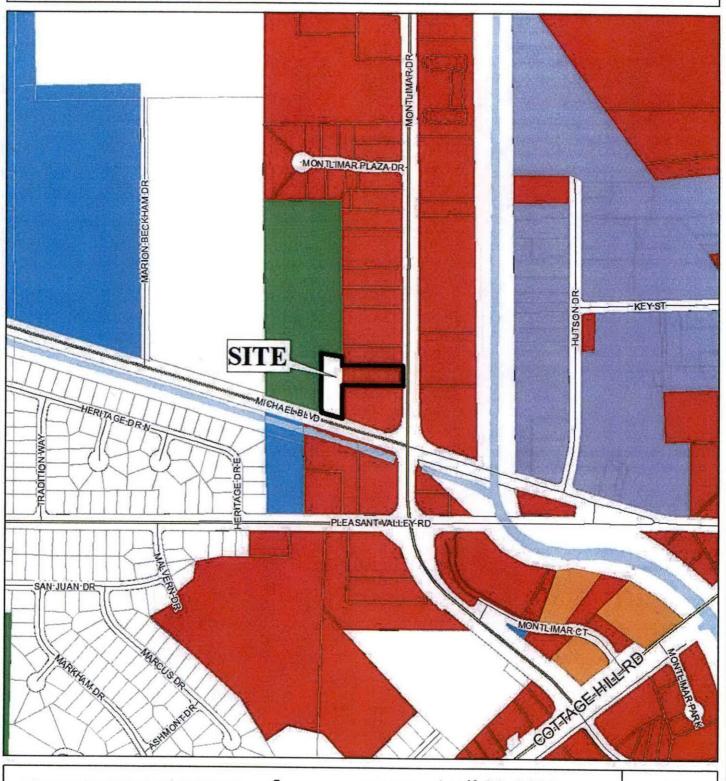
1) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The rezoning should be subject to the following conditions:

- completion of the Subdivision process; and
   full compliance with all municipal codes and ordinances.

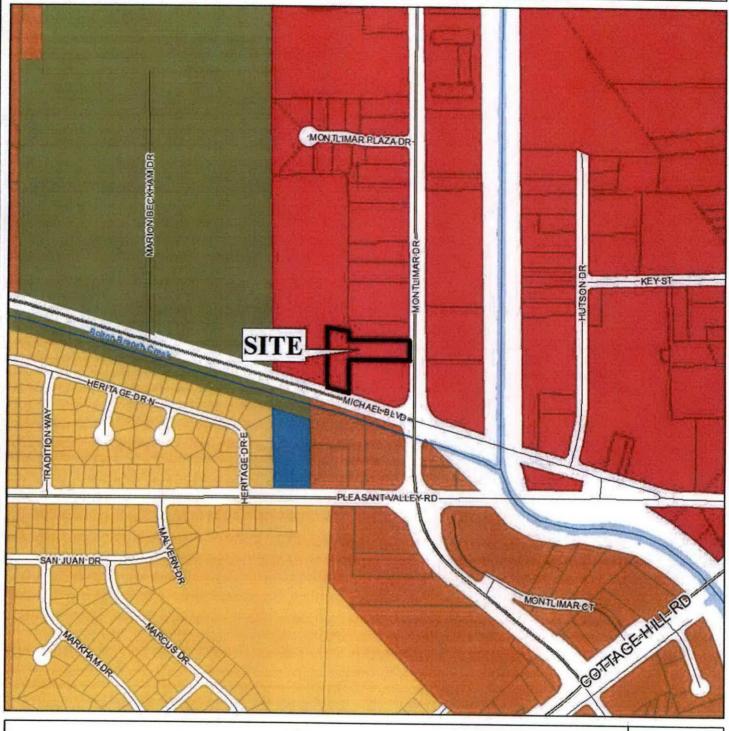


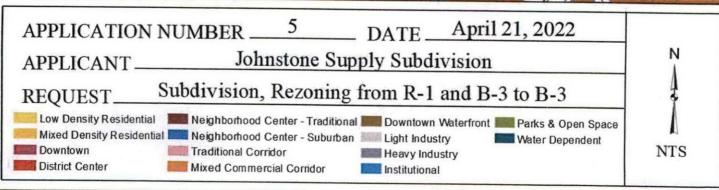
# LOCATOR ZONING MAP



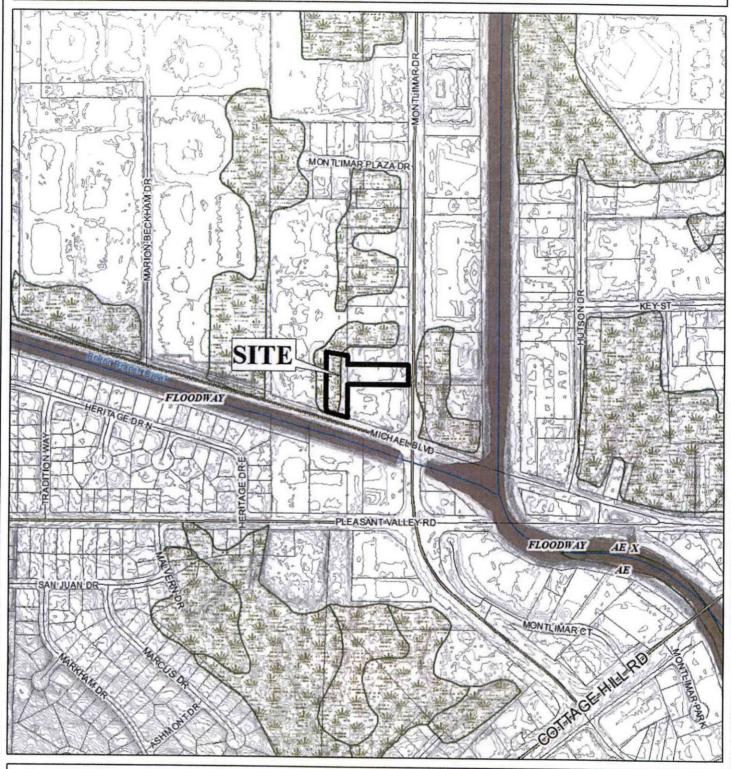
APPLICATION	NUMBER5 DATE _April 21, 2022	Ņ
APPLICANT_	Johnstone Supply Subdivision	_ 4
REQUEST	Subdivision, Rezoning from R-1 and B-3 to B-3	
		NTS

# FLUM LOCATOR MAP



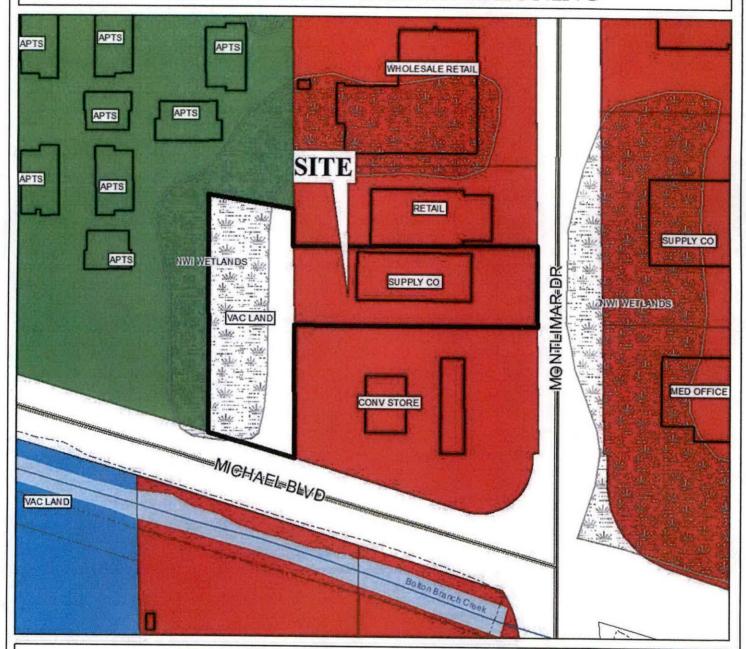


# **ENVIRONMENTAL LOCATOR MAP**



APPLICATIO	N NUMBER 5 DATE April 21, 2022	N
APPLICANT.	Johnstone Supply Subdivision	_ \
REQUEST	Subdivision, Rezoning from R-1 and B-3 to B-3	
		NTS

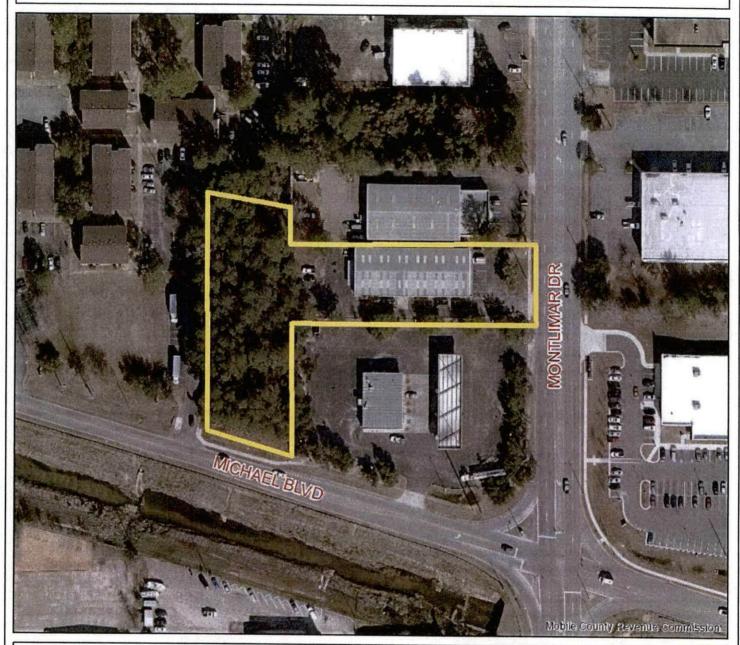
# PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded residential units to the northwest and commercial units to the east.

APPLICATION NUMBER5 DATEApril 21, 2022	
APPLICANT Johnstone Supply Subdivision	N
REQUESTSubdivision, Rezoning from R-1 and B-3 to B-3	\$
R-A R-3 T-B B-2 B-5 MUN SD-WH T5.1	A
R-1 R-B B-1 B-3 I-1 OPEN T3 T5.2	NTS
R-2 H-B LB-2 B-4 I-2 SD T4 T6	

# PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded residential units to the northwest and commercial units to the east.

APPLICATION NUMBER5 DATEApril 21, 2022	
APPLICANT Johnstone Supply Subdivision	N
REQUEST Subdivision, Rezoning from R-1 and B-3 to B-3	] }
	1
	NTS

# SITE PLAN MONTLIMAR DR 80' RW EXISTING 9,049 SE MICHAEL BLVD 80' RAW The site plan illustrates the existing building, proposed addition, parking, easements, and setbacks. APPLICATION NUMBER \_\_\_ 5 \_\_\_\_\_ DATE \_\_\_\_\_ April 21, 2022

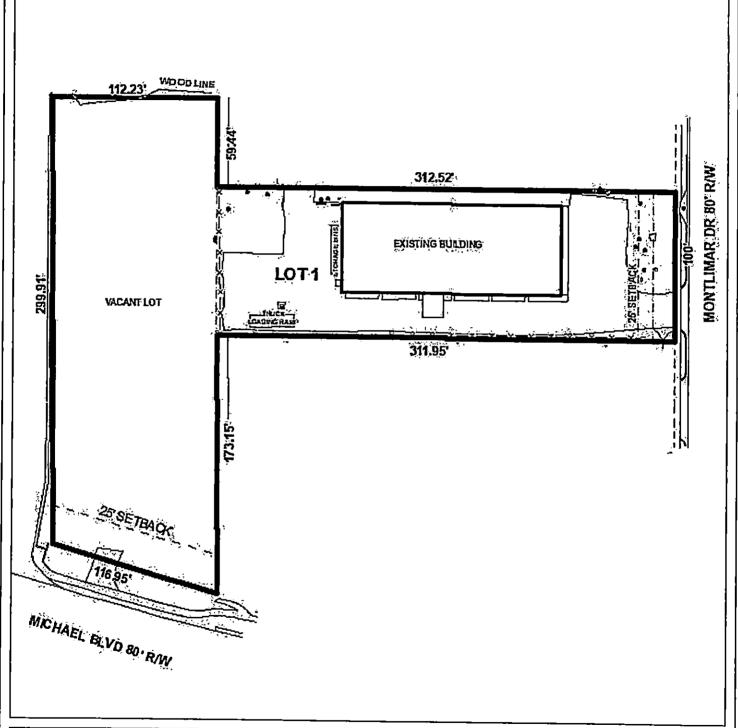
Johnstone Supply Subdivision

NTS

REQUEST \_\_\_\_\_ Subdivision, Rezoning from R-1 and B-3 to B-3

APPLICANT\_

# DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE April 21, 2022	Ň
APPLICANT Johnstone Supply Subdivision	
REQUEST Subdivision, Rezoning from R-1 and B-3 to B-3	
·	NTS



Agenda of:6/14/2022

**Submitted by:** 

Lisa C. Lambert, City Clerk

**Sponsored by:** 

Councilmember Penn

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

**ATTACHMENTS:** 

Description Type Upload Date

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/2/2022 - 9:37 AM



**Agenda of:**6/14/2022

#### **Submitted by:**

John Paine, Purchasing Agent

## **Sponsored by:**

Mayor William S. Stimpson

## **Purpose and Scope of Project:**

To approve issuance of purchase order to Donohoo Chevrolet LLC for 59 Chevrolet Tahoe Police Package SUVs for MPD.

General fund.

#### **Amount of Contract:**

\$2,101,103.00

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

#### **ATTACHMENTS:**

Description Upload Date Type

20220601 Donohoo Agenda Cover Memo 6/1/2022 Package POs

**REVIEWERS:** 

Action Department Reviewer Date

6/2/2022 - 2:59 Mayors Montgomery, Brandi Approved

Office PM

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
9001, 9002	2022	(F7000) MOTOR POOL	59 CHEVROLET TAHOE POLICE PACKAGE SUVS FOR MPD (AL STATE CONTRACT)	\$2,101,103.00	(293039) DONOHOO CHEVROLET LLC

Adopted:		
	City Clerk	



Bill To Reguisition 00009001-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

PO 22008893

Acct No:

7000.40.20.0000.0000.2070.0000.0000.47120.

MOBILE, AL

Review:

36601

Buyer: 9105paij

vendorinvoices@cityofmobile.org

|Status: Converted

Page 1

Vendor

DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW Ship To MOTOR POOL

745 BROAD STREET

MOBILE, AL 36604

FORT PAYNE, AL 35967

CARTERD@CITYOFMOBILE.ORG

Te1#256-273-4862

Fax 256-845-6974

Deliver To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordere		Date  Required	Ship  Via	  Terms	  Department	
04/25/	22  293039	04/25/22			MOTOR POOL	
LN Desc	ription / Acc	count		Qty	Unit Price	Net Price
4 DO SEAT PER T-19 QUOT	OR NEWER CHE OR SUV, BLACK 40/20/40 SPL STATE OF ALAE 1L MA999 210 E DATED 5-4-2 tional Descri	( IN COLOR, IT-BENCH, BAMA CONTRA 00000043 A 2022	FRONT AS ACT AND YOUR	15.00 EACH	35076.47000	526147.05
40/2					IN COLOR, FRONT QUESTED BY 1530	

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.

526147.05

Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Deliver To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602

002 DELIVERY AS SPECIFIED: SHIPPING \$528 PER UNIT.

15.00 528.00000 **EACH** 

7920.00

1 7000.40.20.0000.0000.2070.0000.0000.47120.



Bill To

ACCOUNTS PAYABLE P O BOX 389

Reguisition 00009001-00 FY 2022 22008893

Acct No:

7000.40.20.0000.0000.2070.0000.0000.47120.

MOBILE, AL

Review:

36601

Buyer: 9105paij

vendorinvoices@cityofmobile.ora

Status: Converted

Page 2

Vendor

DONOHOO CHEVROLET LLC

\_\_\_\_\_

Ship To MOTOR POOL

1000 GREENHILL BLVD NW

745 BROAD STREET

MOBILE, AL 36604

FORT PAYNE, AL 35967

CARTERD@CITYOFMOBILE.ORG

Te1#256-273-4862

Fax 256-845-6974

Deliver To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department -----

04/25/22 |293039 |04/25/22 |

|MOTOR POOL

Net Price

LN Description / Account

E MP01530 .VEHICLEEXP.

Qty Unit Price

7920.00

Ship To MOTOR POOL 745 BROAD STREET

MOBILE, AL 36604

Deliver To SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

003 VEHICLES ARE TO BE PROVIDED WITH 2 ADDITIONAL KEYS FOR EACH VEHICLE

30.00 EACH 250.00000

7500.00

IN ADDITION TO WHAT COMES WITH THE **VEHICLE** 

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.

7500.00

Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Deliver To SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602



Reguisition 00009001-00 FY 2022 Bill To ACCOUNTS PAYABLE P O BOX 389 22008893

Acct No:

7000.40.20.0000.0000.2070.0000.0000.47120.

MOBILE, AL Review:

36601 Buyer: 9105paij

vendorinvoices@cityofmobile.org Status: Converted Page 3

Vendor Ship To DONOHOO CHEVROLET LLC MOTOR POOL

1000 GREENHILL BLVD NW 745 BROAD STREET

MOBILE, AL 36604

CARTERD@CITYOFMOBILE.ORG FORT PAYNE, AL 35967

Te1#256-273-4862 Fax 256-845-6974

> Deliver To SAENGER THEATER 6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor  Number	Date  Required	Ship  Via	  Terms	  De	epartment	
04/25/22	293039	04/25/22			M	OTOR POOL	
LN Descript	ion / Acc	count			Qty	Unit Price	Net Price

Requisition Link

Requisition Total 541567.05

541567.05

2599770.64

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

Account Amount Remaining Budget E MP01530 541567.05 165899.56 .VEHICLEEXP.

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

Amount Remaining Budget 7000.40.20.0000.0000.2070.0000.0000.47120.

VEHICLE ACO (GREATER \$5000) MOTOR POOL EXP

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

clerk Activity Date Comment CCancelled05/05/22 Rejected 04/25/22 Approved 04/26/22 JOHN PAINE GL Allocation, GL Allocation c DIANE MCCARTY CORRECTIONS

DIANE MCCARTY 04/26/22 CHARLES SUMRALL Auto approved by: 910513661 Approved 05/05/22 Approved DIANE MCCARTY

Approved 05/05/22 CHARLES SUMRALL Auto approved by: 910513661 04/26/22 Approved KINA ANDREWS

Auto approved by: 910515803 Approved 04/26/22 JAMES DELAPP KINA ANDREWS Approved 05/06/22

Approved 05/06/22 JAMES DELAPP Auto approved by: 910515803 Auto approved by: 9105paij Auto approved by: 9105paij Auto approved by: 9105paij Approved 05/06/22 DONNA MICHELE STANLEY Approved 05/06/22 DONALD ROSE

 $05/06/\bar{2}\bar{2}$ SANDRA LEWIS Approved Approved 05/06/22 JOHN PAINE



Bill To ACCOUNTS PA P O BOX 389  MOBILE, AL 36601 vendorinvo		======= bile.org	Review Buyer:	PO . 0: 0.20.0000	.0000.20 i	00009001-00 22008893 070.0000.0000	FY 2022  0.47120.  Page 4
Vendor DONOHOO CH	EVROLET LLC HILL BLVD NW	=======	-====== Sh MO	======= ip To TOR POOL 5 BROAD S <sup>-</sup>	======		:== <u>=</u> ====
FORT PAYNE				BILE, AL E RTERD@CIT		_E.ORG	
Tel#256-273 Fax 256	3-4862 5-845-6974						
			SA	liver To ENGER THEA SOUTH JOAG		REET	
			MO	BILE, AL	36602		
Date Ordered	Vendor  Dat  Number  Req			Terms	  Departr	nent	
04/25/22	293039  04/	25/22			MOTOR	P00L	
LN Descript	ion / Account	·		Qty	Un	it Price	Net Price
	Authorized	ву:	Signatur	e		Date:	



Bill To Reguisition 00009002-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

22008894

Acct No:

7000.40.20.0000.0000.2070.0000.0000.47120.

MOBILE, AL Review: 36601

Buyer: 9105paij

vendorinvoices@cityofmobile.ora Status: Converted Page 1 \_\_\_\_\_

vendor

DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW Ship To MOTOR POOL

745 BROAD STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604

CARTERD@CITYOFMOBILE.ORG

Te1#256-273-4862 Fax 256-845-6974

Deliver To SAENGER THEATER

6 SOUTH JOACHIM STREET

Qty

EACH

MOBILE, AL 36602

|Vendor |Date |Ship Date Ordered Number Required Via Terms |Department

04/25/22 |293039 |04/25/22 | MOTOR POOL

LN Description / Account Unit Price

001 LARGE SUV AS SPECIFIED: 2022 OR 44.00 34416.00000 1514304.00

NEWER CHEVROLET TAHOE PPV, 4 DOOR SUV, WHITE IN COLOR, FRONT SEAT 40/20/40 SPLIT-BENCH WITH 20% DELETE/SECOND ROW DELETE. COLOR TO BE WHITE AS PER STATE OF ALABAMA CONTRACT T-191L Additional Description Notes

2022 OR NEWER CHEVROLET TAHOE 4 DOOR SUV, WHITE IN COLOR, FRONT SEAT 40/20/40 SPLIT-BENCH WITH 20% DELETE/SECOND ROW DELETE. REQUESTED BY 1530 POLICE.

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.

1514304.00

Net Price

Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Deliver To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602

002 DELIVERY AS SPECIFIED: SHIPPING \$528 PER UNIT.

44.00 **EACH**  528.00000

23232.00



Bill To Reguisition 00009002-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

22008894

Acct No:

7000.40.20.0000.0000.2070.0000.0000.47120.

MOBILE, AL Review: 36601

Buyer: 9105paij

|Status: Converted vendorinvoices@cityofmobile.org Page 2

Vendor

Ship To MOTOR POOL DONOHOO CHEVROLET LLC

1000 GREENHILL BLVD NW 745 BROAD STREET

MOBILE, AL 36604

CARTERD@CITYOFMOBILE.ORG FORT PAYNE, AL 35967

Te1#256-273-4862 Fax 256-845-6974

Deliver To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date | Vendor | Date | Ship Ordered Number Required Via Terms

|Department \_\_\_\_\_\_

04/25/22 |293039 |04/25/22 | MOTOR POOL

LN Description / Account 1 7000.40.20.0000.0000.2070.0000.0000.47120. Qty Unit Price Net Price

E MP01530 .VEHICLEEXP.

23232.00

Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Deliver To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602

003 KEY AS SPECIFIED: 2 ADDITIONAL KEYS FOR EACH VEHICLE.

88.00 EACH

250.00000 22000.00

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.

22000.00

Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Deliver To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602

Requisition Link



Bill To Reguisition 00009002-00 FY 2022 ACCOUNTS PAYABLE P O BOX 389 22008894 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. MOBILE, AL Review: 36601 Buyer: 9105paij vendorinvoices@cityofmobile.org Status: Converted Page 3 \_\_\_\_\_ vendor Ship To DONOHOO CHEVROLET LLC MOTOR POOL 1000 GREENHILL BLVD NW 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG FORT PAYNE, AL 35967 Te1#256-273-4862 Fax 256-845-6974 Deliver To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602 |Vendor |Date |Ship |Number |Required |Via Ordered Terms Department 04/25/22 | 293039 | 04/25/22 | MOTOR POOL Net Price LN Description / Account Qty Unit Price Requisition Total 1559536.00 \*\*\*\*\* Project Ledger Summary Section \*\*\*\*\* Account Amount Remaining Budget 1559536.00 165899.56 E MP01530 .VEHICLEEXP. \*\*\*\* General Ledger Summary Section \*\*\*\* Amount Remaining Budget 7000.40.20.0000.0000.2070.0000.0000.47120. 1559536.00 2599770.64 MOTOR POOL EXP VEHICLE ACQ (GREATER \$5000) \*\*\*\* Approval/Conversion Info \*\*\*\* clerk Activity Date Comment 04/25/22 04/25/22 04/26/22 04/26/22 Approved DIANE MCCARTY Approved CHARLES SUMRALL Auto approved by: 910513661 Approved KINA ANDREWS JAMES DELAPP Auto approved by: 910515803 Approved Auto approved by: 9105paij Auto approved by: 9105paij Auto approved by: 9105paij 05/05/22 DONNA MICHELE STANLEY Approved 05/05/22 05/05/22 Approved DONALD ROSE Approved SANDRA LEWIS 05/05/22 Approved JOHN PAINE Authorized By: Date: \_\_\_\_\_ Signature

## **Contract Header**

**Contract** 

STATE OF ALABAMA LAW ENFORCEMENT VEHICLES Amendment #1

**Supplier** 

Donohoo Chevrolet

**Linked Solicitation** 

Type

Master Agreement

**Contract Code** 

210000000043-999-1

**Sourcing Number** 

## **Contact Information**

## **Contract Responsible**

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173
1 Result(s)			

# **Supplier Contact**

First name	Last name	Email	Phone
Chad	Johnson	fleet@donohoochevrolet.com	2568453525
1 Result(s)			

# **Contract** Scope

Organizations

State of Alabama

# **Contract Validity**

**Start Date End Date** 10/19/2021 10/19/2022

#### **Documents**

**Items** 

**Product Code Negotiated Price UOM** Item Name

1/95

Item Name	Product Code	Negotiated Price	UOM
CHEVROLET TAHOE PPV (Pursuit Rated)	210000000043- 999-1-1		Each
CHEVROLET TAHOE PPV (Pursuit Rated)	210000000043- 999-1-1		Each
CHEVROLET TAHOE SSV (Not Pursuit Rated).	210000000043- 999-1-2		Each
CHEVROLET TAHOE SSV (Not Pursuit Rated).	210000000043- 999-1-2		Each
OPTIONAL EQUIPMENT	210000000043- 999-1-3		USD
OPTIONAL EQUIPMENT	210000000043- 999-1-3		USD
DELIVERY OF VEHICLES.	210000000043- 999-1-4		USD
DELIVERY OF VEHICLES.	210000000043- 999-1-4		USD



**Agenda of:**6/14/2022

#### **Submitted by:**

John Paine, Purchasing Agent

## **Sponsored by:**

Mayor William S.Stimpson

## **Purpose and Scope of Project:**

To approve issuance of purchase order to Ford Stivers Lincoln Inc for 7 Ford Explorer 4X4 SUVS for MFRD.

General Fund.

#### **Amount of Contract:**

\$226,002.00

**Funding Source** 

Project # **Discretionary Funds Contract Number: Project String** 

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

**Grant Funds Matching Funds** 

#### **ATTACHMENTS:**

Description Type Upload Date

20220601 Stivers Agenda Package POs Cover Memo 6/1/2022

#### **REVIEWERS:**

Action Department Reviewer Date

6/2/2022 - 3:00 Mayors Montgomery, Brandi Approved

Office PM

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
9782	2022	(1510) FIRE ADMINISTRATION	7 FORD EXPLORER 4X4 SUVS FOR MFRD (AL STATE CONTRACT)	\$226,002.00	(292393) STIVERS FORD LINCOLN INC

Adopted	:	
	City Clerk	



Bill To Reguisition 00009782-00 FY 2022 ACCOUNTS PAYABLE P O BOX 389 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47120. MOBILE, AL Review: 36601 Buyer: vendorinvoices@cityofmobile.org |Status: Released Page 1 \_\_\_\_\_ Vendor Ship To STIVERS FORD LINCOLN INC MOTOR POOL 4000 EASTERN BLVD 745 BROAD STREET MOBILE, AL 36604 richardsonv@cityofmobile.org MONTGOMERY, AL 36116 Tel#334-613-5000 Delivery Reference Fax 334-613-5018 VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF BROWNE |Vendor |Date |Ship Date |Number |Required |Via Ordered Terms |Department 05/12/22 | 292393 | |FIRE ADMINISTRATION LN Description / Account Unit Price Net Price Qty 001 TRUCK SPORT UTILITY VEHICLE (SUV) 7.00 32286.00000 226002.00 AS FOLLOWS: EACH Additional Description Notes FORD EXPLORER SUV: T191 - FORD EXPLORER BASE 2WD CONTRACT NUMBER: MA999 16000000221 MODEL SERIES k7B Order Code:100A FORD EXPLORER UTILITY SUV 4 DOOR RWD MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES. WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121" WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS. MINIMUM 4 CYLINDER ENGINE AUTOMATIC TRANSMISSION DAYTIME RUNNING LIGHTS REAR VIEW CAMERA MINIMUM GROUND CLEARANCE 7.75" 2.3L ECOBOOST ENGINE MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS MAKE: FORD MODEL: EXPLORER \*\*FREE STANDING OPTIONS\*\* K8B Upgrade to Explorer 4WD- with selectable terrain management with Included Options; 3.3L Ti-VCT V6 FFV Engine (99B) (available at no charge) 10-Speed Automatic Transmission with SelectShift® Capability 52T Class III Trailer Tow Package Note LTH Gray Leather Seating for 7 passengers EXTERIOR COLORS: YZ Oxford White X INTERIOR TRIM / SEATS: 7N Cloth Sandstone With 60/40 Split Bench and 3rd row Seating 2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV. AS PER STATE OF ALABAMA CONTRACT T-191 MA 1600000000221 LINE 1.



Bill To Requisition 00009782-00 FY 2022 ACCOUNTS PAYABLE P O BOX 389 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47120. MOBILE, AL Review: 36601 Buyer: vendorinvoices@cityofmobile.org |Status: Released Page 2 \_\_\_\_\_ Vendor Ship To STIVERS FORD LINCOLN INC MOTOR POOL 4000 EASTERN BLVD 745 BROAD STREET MOBILE, AL 36604 richardsonv@cityofmobile.org MONTGOMERY, AL 36116 Tel#334-613-5000 Delivery Reference Fax 334-613-5018 VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF BROWNE |Vendor |Date |Ship Date Ordered | Number | Required | Via Terms |Department 05/12/22 |292393 | | |FIRE ADMINISTRATION \_\_\_\_\_\_ LN Description / Account Qty Unit Price Net Price Vendor Item Inventory Item/Loc 724 1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. 2 1000.30.15.1510.1510.1510.0000.0000.47120. 106330.00 119672.00 Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 002 DELIVERY BY DEALER TO CITY OF 7.00 0.00000 0.00 MOBILE BY STIVERS FORD. FROM 4000 EACH EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREETR, MOBILE ALABAMA 176 MILES X \$1.50 PER MILE AS PER STATE OF ALABAMA CONTRACT. Additional Description Notes

DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD.



Bill To

Requisition 00009782-00 FY 2022

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1510.1510.1510.0000.0000.47120.

MOBILE, AL

Review:

36601 vendorinvoices@cityofmobile.org

Buyer: |Status: Released

Page 3

Vendor

Ship To MOTOR POOL

STIVERS FORD LINCOLN INC 4000 EASTERN BLVD

745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604 richardsonv@cityofmobile.org

Tel#334-613-5000

Delivery Reference

Fax 334-613-5018

VICTORIA RICHARDSON

Deliver To MOTOR POOL

745 BROAD STREET

MOBILE, AL 36604 Delivery Reference

CHIEF BROWNE

Date |Vendor |Date |Ship |Number |Required |Via ordered Terms |Department 05/12/22 | 292393 | |FIRE ADMINISTRATION

LN Description / Account

Qty

\_\_\_\_\_\_

Unit Price

Net Price

FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREETR, MOBILE ALABAMA 176 MILES X \$1.50 PER MILE AS PER STATE OF ALABAMA CONTRACT.

1 1000.30.15.1510.1510.1510.0000.0000.47120.

.00

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

Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

#### Requisition Link

Requisition Total

226002.00

2599770.64

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

Account E MP01522 .VEHICLEEXP.

Amount Remaining Budget 106330.00

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

1000.30.15.1510.1510.1510.0000.0000.47120.

Amount Remaining Budget

119672.00 VEHICLE ACQ (GREATER \$5000) FIRE ADMINISTRATION EXP

102



Bill To Requisition 00009782-00 FY 2022 ACCOUNTS PAYABLE P O BOX 389 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47120. MOBILE, AL Review: 36601 Buyer: vendorinvoices@cityofmobile.org |Status: Released Page 4 \_\_\_\_\_ Ship To Vendor STIVERS FORD LINCOLN INC MOTOR POOL 4000 EASTERN BLVD 745 BROAD STREET MOBILE, AL 36604 MONTGOMERY, AL 36116 richardsonv@cityofmobile.org Tel#334-613-5000 Delivery Reference Fax 334-613-5018 VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF BROWNE |Vendor |Date |Ship Ordered | Number | Required | Via Terms Department 05/12/22 | 292393 | |FIRE ADMINISTRATION Amount Remaining Budget Account 7000.40.20.0000.0000.2070.0000.0000.47120. 106330.00 2599770.64 VEHICLE ACQ (GREATER \$5000) MOTOR POOL EXP \*\*\*\* Approval/Conversion Info \*\*\*\* Activity Date CCancelled06/01/22 clerk Comment GL Allocation changed JOHN PAINE CCancelled06/01/22 Approved 05/17/22 Approved 05/17/22 JOHN PAINE GL Allocation changed DIANE MCCARTY CHARLES SUMRALL Auto approved by: 910513661 Approved 05/19/22 KINA ANDREWS Auto approved by: 910518527 Approved 05/19/22 JAMES DELAPP 06/01/22 Queued CHARLES SUMRALL Pending KINA ANDREWS Pending JAMES DELAPP Pending DONNA MICHELE STANLEY Pending DONALD ROSE Pending SANDRA LEWIS Pending JOHN PAINE Authorized By: Date: \_\_\_\_ Signature

# **T191 Vehicle Master Agreement**

	9	99 20*221 Stivers Ford Lincoln VC00 Effective Date: 4/1/20 – 4/1/23			
	Make	Model	Price		
Line 1 Ford Explorer \$25,957.00					

999 21*75 Stivers Ford Lincoln VC000042177 Effective Date: 11/12/20 – 11/12/22							
	Make Model Price						
Line 1 Ford F150 ½ Ton Crew Cab 2WD \$25,841.00							
Line 3	Ford	F250 ¾ Ton Extended Cab 4WD	\$28,769.00				

		Donohoo Chevrolet VC000049701 Effective Date: 11/12/20 – 11/12/22				
	Make	Model	Price			
Line 1	Line 1 Chevrolet Suburban Large Sport Utility Vehicle \$41,573.00					

999 21*129 Stivers Ford Lincoln VC000042177								
	Effective Date: 1/1/21 – 11/12/22							
	Make Model Price							
Line 1	Ford	F250 3/4 Ton Extended Cab 2WD Standard Bed	\$26,267.00					
Line 2	Ford	F150 1/2 Ton Extended Cab 4WD Short Bed	\$25,270.00					
Line 3	Ford	F150 ½ Ton Crew Cab 4WD	\$28,702.00					

	999 21*235 Stivers Ford Lincoln VC000042177 Effective Date: 5/28/21 – 11/12/22							
	Make Model Price							
Line 1	Ford	Ford F250 ¾ Ton Crew Cab 2WD Standard Bed	\$27,575.00					
Line 2 Ford Ford F250 ¾ Ton Crew Cab 4WD \$30,025.00 Standard Bed								



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

# **Modification**

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000221

Procurement Folder: 1024611

Begin Date: 04/01/2020

Procurement Type: Master Agreement

NOT TO EXCEED AMOUNT:

Expiration Date: 04/01/2023 Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/29/22

Version Number: 5

**CONTACT INFORMATION** 

ISSUER:

BUYER: Patrick Hemme

**REQUESTOR:** Patrick Hemme 334-242-7173

Patrick Hemme 334-242-7173

334-242-7173

Pat.Hemme@purchasing.alabama.gov

Pat.Hemme@purchasing.alabama.gov

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-NON-ALTERNATIVE FUEL VEHICLES - T191

OLD T191 NON-ALTERNATIVE FUEL VEHICLES

Ship To:

Bill To:

#### REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

Contact:

VC000042177: Stivers Ford Lincoln

Billy Bruce

4000 Eastern Boulevard

3346135000 EXT: 5056

4000 Eastern Boulevard

Bbruce@Stiversonline.Com

Montgomery AL 36116

Date Printed: March 29,2022 Page Number: 1

COMMODITY / SERVICE INFORMATION Line Quantity **UOM Unit Price Service Amount Service From** Service To **Line Sub Total** Line Total \$0.00 \$25,957.000000 \$0.00 \$0.00 EA

0718027 - UTILITY VEHICLES, MIDSIZE

FORD EXPLORER UTILITY SUV 4 DOOR

MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.

7-PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".

WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.

MINIMUM 4 CYLINDER ENGINE

**AUTOMATIC TRANSMISSION** 

**DAYTIME RUNNING LIGHTS** 

REAR VIEW CAMERA

MINIMUM GROUND CLEARANCE 7.75"

MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD

MODEL: EXPLORER

Line	Quantity	UOM	<b>Unit Price</b>	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO

NO LONGER AVAILABLE - FORD RANGER TRUCK

No Longer Available.

MAKE: FORD

MODEL: RANGER

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT

**VEHICLE OPTIONS** 

**VEHICLE OPTIONS:** 

TO BE BILLED AT DEALER INVOICE PRICING.

	Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
ſ	4	0		\$0.000000	\$0.00			\$0.00	\$0.00

96286 - Transportation of Goods, Shipping and Handling, and Other Fr

VEHICLE DELIVERY

VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

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			

Date Printed: March 29,2022 Page Number: 2

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#### **Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

#### 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, inkover, 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 qualification, 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

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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 (Effective March 1, 2021 Subscriptions will no longer be required)

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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

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

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

#### 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 <a href="https://www.adeca.alabama.gov">www.adeca.alabama.gov</a>

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.

#### 

Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)
Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <a href="https://procurement.staars.alabama.gov">https://procurement.staars.alabama.gov</a>. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the "Pay Subscription Fee" link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors. (Effective March 1, 2021 Subscriptions will no longer be required.)

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In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)

#### **Communication during Solicitation Process**

There shall be no communication between vendors and the State agency requisitioning the good(s) or service(s) from the time the solicitation is published until the award is posted as final. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the Vendor and the requisitioning State agency must come through the Division of Purchasing buyer administering the solicitation. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

#### **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.

#### **Intent to Award**

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

#### **Alternate Bid Response**

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid's (RFBs) provided the response meets all bid requirements.

#### **Internet Website Link's**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

#### **Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

## Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

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## **Bid Reponses and Bid Results**

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

#### Foreign Corporation - Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

## Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

- Priority 1. Produces or manufacturers the product within the State.
- Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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#### Award:

Award will be made by line (Vehicle) to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancellation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

#### **Delivery charges:**

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

### In State Dealership:

Effective June 3, 2015, **Act 2015-306**, **SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

#### Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20<sup>th</sup> January, February, March – Due by April 20<sup>th</sup> April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October  ${\bf 20}^{\mbox{th}}$ 

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

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Alabama Department of Finance Division of Accounting and Administration PO Box 300658 Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.

Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancelation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

### Vehicles, Non-Alternative Fuel:

#### Production/close-out dates:

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

#### Delivery/pick-up:

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must notify the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

#### Standard features and options:

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

All vehicles shall come equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed.

Options not listed as part of the awarded base vehicle must be sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, and must be sold at dealer invoice cost.

All vehicles being ordered with additional options beyond those shown on the base vehicle contract line must have a quote from the awarded vendor showing the options code and dealer invoice price.

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Vehicles sold under this contract must be free of dealership logos, decals, or advertising.

#### Colors:

Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

#### Passenger vans disclaimer:

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

## **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, and terms and conditions. The second, third, fourth, or 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.

### **Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

#### **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.

#### Manufacturer, Stock/Model numbers:

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

#### **Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.

Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

## **Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

#### Firm Pricing:

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

### **OPTIONS PRICING:**

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

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Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

## QUOTES:

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

#### CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

#### **PURPOSE:**

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

\* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

#### **Quantity:**

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

## **ELECTRONIC PAYMENT**

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200000000221	Final	MA-NON-ALTERNATIVE FUEL VEHICLES - T191	Total Pages: 11

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

#### **MANDATORY PRE-BID CONFERENCE:**

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: February 13, 2020

TIME: 9:00 am

PLACE: State Purchasing

100 North Union Street, Suite 192

Montgomery, AL 36104



## State of Alabama **Department of Finance Division of Purchasing Master Agreement**

## **Modification**

CONTRACT INFORMATION

MA 999 210000000075 **MASTER AGREEMENT NUMBER:** 

NOT TO EXCEED AMOUNT:

Begin Date: 11/12/2020 Procurement Folder: 1155201

Expiration Date: 11/12/2022 Procurement Type: Master Agreement

Solicitation Number: Replaces Award Document: Award Date: Replaced by Award Document:

Modification Date: 11/19/21 Version Number: 2

**CONTACT INFORMATION** 

REQUESTOR: **ISSUER: BUYER:** Patrick Hemme Patrick Hemme Patrick Hemme 334-242-7173 334-242-7173 334-242-7173

Pat.Hemme@purchasing.alabama.gov Pat.Hemme@purchasing.alabama.gov Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - STATE OF ALABAMA VEHICLES

STATE OF ALABAMA VEHICLES

Ship To:

Bill To:

## REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address: Contact:

VC000042177: Stivers Ford Lincoln Billy Bruce EXT: 5056 3346135000 4000 Eastern Boulevard Bbruce@Stiversonline.Com

Montgomery AL 36116

Date Printed: November 19,2021 Page Number: 1 
 COMMODITY / SERVICE INFORMATION

 Line
 Quantity
 UOM
 Unit Price
 Service Amount
 Service From
 Service To
 Line Sub Total
 Line Total

 1
 0
 EA
 \$25,841.000000
 \$0.00
 \$0.00
 \$0.00

0720225 - TRUCK, PICKUP, FULL SIZE, EXTENDED CAB, 5 PASSENGER, GASOLIN

FORD F150 1/2 TON CREW CAB 2WD

1/2 TON CREW CAB 2WD, FULL FOUR DOORS SHORT BED.

EQUIPPED WITH THE MINIMUM SPECIFICATIONS:

8-CYLINDER ENGINE

WHEELBASE: MINIMUM 144" - 148" MAXIMUM

4-WHEEL ANTI LOCK BRAKES AUTOMATIC TRANSMISSION

BLUETOOTH, AC/HEAT, AM/FM RADIO

REAR VIEW CAMERA

CLASS IV TRAILER HITCH WITH 4 / 7 PIN CONNECTOR.

HD COOLING COMPONENTS

CRUISE CONTROL, TILT STEERING WHEEL, POWER WINDOWS, DOOR LOCKS, KEYLESS ENTRY.

ALL STANDARD FEATURES.

MAKE: FORD

MODEL: F150

Lin	e Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07190 - Vans, Cargo No Longer Available No Longer Available



Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$28,769.000000	\$0.00	1		\$0.00	\$0.00

0720225 - TRUCK, PICKUP, FULL SIZE, EXTENDED CAB, 5 PASSENGER, GASOLIN

FORD F250 3/4 TON EXTENDED CAB 4WD

3/4 TON EXTENDED CAB 4WD STANDARD BED.

EQUIPPED WITH THE MINIMUM SPECIFICATIONS:

8-CYLINDER ENGINE

WHEELBASE: MINIMUM 147" - 150" MAXIMUM

4-WHEEL ANTI LOCK BRAKES

AUTOMATIC TRANSMISSION

BLUETOOTH, AC/HEAT, AM/FM RADIO

REAR VIEW CAMERA

CLASS IV TRAILER HITCH WITH 4 / 7 PIN CONNECTOR.

HD COOLING COMPONENTS

CRUISE CONTROL, TILT STEERING WHEEL, POWER WINDOWS, DOOR LOCKS, KEYLESS ENTRY.

ALL STANDARD FEATURES.

MAKE: FORD

MODEL:\_F250

CAN BE OPTIONED UP TO LONG BED AND DIESEL.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		\$0.000000	\$0.00			\$0.00	\$0.00

07100 - AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS, INCLUDING DIESEL,

**OPTIONAL EQUIPMENT** 

OPTIONAL EQUIPMENT TO BE INVOICED AT DEALER COST,

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		\$0.000000	\$0.00			\$0.00	\$0.00

96286 - Transportation of Goods, Shipping and Handling, and Other Fr

VEHICLE DELIVERY

Date Printed: November 19,2021 Page Number: 2

## COMMODITY / SERVICE INFORMATION

DELIVERY OF VEHICLES.

PLEASE REFER TO SPECIFICATION SHEET FOR DETAILS.

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				



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21000000075	Final	MA - STATE OF ALABAMA VEHICLES	Total Pages: 12

#### **Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website <a href="https://www.purchasing.alabama.gov">www.purchasing.alabama.gov</a>.

#### 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 qualification, 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

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Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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

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

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

#### 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 <a href="https://www.adeca.alabama.gov">www.adeca.alabama.gov</a>

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.

#### **Vendor Registration and Subscription Fee**

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <a href="https://procurement.staars.alabama.gov">https://procurement.staars.alabama.gov</a>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the "Pay Subscription Fee" link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

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In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods.

#### **Communication during Solicitation Process**

There shall be no communication between vendors and the State agency requisitioning the good(s) or service(s) from the time the solicitation is published until the award is posted as final. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the Vendor and the requisitioning State agency must come through the Division of Purchasing buyer administering the solicitation. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

#### 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.

#### **Intent to Award**

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

#### **Alternate Bid Response**

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid's (RFBs) provided the response meets all bid requirements.

#### **Internet Website Link's**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

#### **Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

#### **Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

#### **Bid Reponses and Bid Results**

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Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

#### Foreign Corporation - Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

#### **Alabama Preferred Vendor**

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

- Priority 1. Produces or manufacturers the product within the State.
- Priority 2. Has an assembly plant or distribution facility for the product within the State.
- Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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#### Award:

Award will be to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle. See provided **SAMPLE** life cycle cost form.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancelation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

#### **Delivery charges:**

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

#### In State Dealership:

Effective June 3, 2015, **Act 2015-306**, **SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

#### Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20<sup>th</sup> January, February, March – Due by April 20<sup>th</sup> April, May, June – Due by July 20<sup>th</sup> July, August, September – Due by October 20<sup>th</sup>

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance Division of Accounting and Administration PO Box 300658 Montgomery, Alabama 36130-0658

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The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancellation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

#### **Vehicles, Non-Alternative Fuel:**

#### Production/close-out dates:

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

#### Delivery/pick-up:

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must fax the delivery notification to the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

#### \*\*\*\*\*\*\*

#### Standard features and options:

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

All vehicles shall come equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed.

Options not listed as part of the awarded base vehicle must be sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, and must be sold at dealer invoice cost.

All vehicles being ordered with additional options beyond those shown on the base vehicle contract line must have a quote from the awarded vendor showing the options code and dealer invoice price.

Vehicles sold under this contract must be free of dealership logos, decals, or advertising.

#### Colors

Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

\*\*\*\*\*\*\*

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#### Passenger vans disclaimer:

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

#### **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, and terms and conditions. The second, third, fourth, or 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.

#### **Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

#### **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.

#### Manufacturer, Stock/Model numbers:

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

#### **Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

### **Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

#### Firm Pricing:

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

## OPTIONS PRICING:

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost.

Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

	Document Phase	Document Description	Page 11
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When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

#### CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

#### **PURPOSE:**

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

\* Note: Vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

#### Quantity:

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

## **ELECTRONIC PAYMENT**

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

#### PRE-BID CONFERENCE:

There will be a pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the pre-bid conference. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time,

	Document Phase	Document Description	Page 12
210000000075	Final	MA - STATE OF ALABAMA VEHICLES	Total Pages: 12

vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Pre-Bid Conference will be as follow:

DATE: September 8, 2020

TIME: 9:30 am

PLACE: Alabama Department of Transportation Central Office

1409 Coliseum Blvd.

Conference Rooms 7 & 8

Montgomery, AL 36110

Parking is available the North Parking lot closest to the loading dock. Entry will be through the glass doors located on the Northwest Corner of the building. ALDOT security will sign in all visitors.

In addition, if you are unable to attend the Pre-Bid Conference in person, you may use our Audio Conference System. Details are Below:

Dial-in Info: +1 (334)-353-6333

Participant Code: 467-098-17

Link: http://10.150.254.51/conference/46709817



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

## **Submitted by:**

John Paine, Purchasing Agent

## **Sponsored by:**

Mayor William S. Stimpson

## **Purpose and Scope of Project:**

To approve issuance of purchase order to Metalcraft Marine US Inc for one Firestorm 43ft rapid response fire boat for MFRD.

DHS Port Security Grant.

## **Amount of Contract:**

\$1,257,312.16

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

## **ATTACHMENTS:**

Description Type Upload Date

20220601 Metalcraft Cover Memo 6/1/2022 Agenda Package POs

## **REVIEWERS:**

Action Department Reviewer Date

6/2/2022 - 2:59 Mayors Montgomery, Brandi Approved

Office 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:

Fiscal	Department	Description	Amount	Vendor
Year				
2022	(1510) FIRE	FIRESTORM 43FT	\$1,257,312.16	(295604)
	ADMINISTRATION	RAPID RESPONSE		<u>METALCRAFT</u>
		FIRE BOAT (GSA		MARINE US, INC
		CONTRACT/RFP		
		5650)		
	Year	Year 2022 (1510) FIRE	Year  2022 (1510) FIRE FIRESTORM 43FT ADMINISTRATION RAPID RESPONSE FIRE BOAT (GSA CONTRACT/RFP	Year  2022 (1510) FIRE FIRESTORM 43FT \$1,257,312.16  ADMINISTRATION RAPID RESPONSE FIRE BOAT (GSA CONTRACT/RFP

Adopted:		
	City Clerk	



Bill To

ACCOUNTS PAYABLE P O BOX 389

Reguisition 00001788-00 FY 2022

Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010.

MOBILE, AL 36601

Review: Buyer:

vendorinvoices@cityofmobile.org \_\_\_\_\_ |Status: Released

Page 1

Vendor

METALCRAFT MARINE US INC 583 BROADWAY ST EAST

Ship To

FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD

MOBILE, AL 36607

CAPE VINCENT, NY 13618

Tel#800-410-8464

Fax 613-542-6515

Delivery Reference VICTORIA RICHARDSON

Deliver To

FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD

MOBILE, AL 36607

EACH

|Vendor |Date |Ship Date |Number |Required |Via Ordered |Terms | Department

11/04/21 | 295604 | | FIRE ADMINISTRATION

LN Description / Account

Unit Price Qty

1.00 1257312.16000

Net Price 1257312.16

001 Rapid Response Fireboat as per my RFP 5650, and your responsive proposal dated March 12, 2022, as amended dated May 25, 2022. Vendor to provide MetalCraft FireStorm 43/44MK II

CBRNE-resistant rapid response fireboat to include design, construction, delivery and

warranty support.

Additional Description Notes

Pricing and terms per GSA Contract 47QSWA20D000E, as supplemented by your proposal.

Payment terms (upon presentation of Invoice and City confirmation of work completion):

10% Initial payment

20% Receipt of Cut Parts

30% Completion of Metal Structure

30% Delivery & Installation of Engine and Drive Line

10% Final Acceptance

THERE SHALL BE NO CHANGES TO THIS PURCHASE ORDER WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE, AND SUCH CHANGE WILL BE ACCOMPANIED BY A WRITTEN PURCHASE OR DEMOTED BY A "-01, -02, -03, '– FOLLOWING THE EIGHT (8) DIGIT PURCHASE ORDER NUMBER.

NO FIREFIGHTER, DRIVER, CAPTAIN, BOAT CAPTAIN, DISTRICT CHIEF, ASSISTANT CHIEF OR CHIEF OF DEPARTMENT FIRE MECHANIC, FIRE MECHANIC SUPERVISOR, OR



Bill To

ACCOUNTS PAYABLE P O BOX 389

Requisition 00001788-00 FY 2022

Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010.

MOBILE, AL 36601

Review: Buyer:

vendorinvoices@cityofmobile.org \_\_\_\_\_

|Status: Released

Page 2

Vendor

METALCRAFT MARINE US INC 583 BROADWAY ST EAST

Ship To

FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD

MOBILE, AL 36607

CAPE VINCENT, NY 13618

Tel#800-410-8464

Fax 613-542-6515

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	295604				FIRE ADMINISTRATION

LN Description / Account Qty Unit Price Net Price GARAGE SUPERVISOR, HAS THE AUTORITY NOR PERMISSION TO COMMIT THE CITY TO ANY CHANGES OR ADDITIONAL EXPENSE BEYOND THE SCOPE OF THIS PURCHASE ORDER.

THE ONLY PERSON TO APPROVE ANY CHANGES IS THE PURCHASING AGENT OF THE CITY OF MOBILE, THERE WILL BE NO DELEGATION OF AUTHORITY TO ANY OTHER CITY EMPLOYEE. ALL CHANGES WILL BE DONE VIA A WRITTEN PURCHASE ORDER.

ANY CHANGES MADE OUTSIDE OF THESE CONDITIONS, WILL BE DONE AT THE SOLE EXPENSE OF THE VENDOR. Vendor Item

1 5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT21.CAPEQUIPMT.

1257312.16

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

1257312.16



Requisition 00001788-00 FY 2022 Bill To ACCOUNTS PAYABLE P O BOX 389 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. MOBILE, AL Review: 36601 Buyer: vendorinvoices@cityofmobile.org |Status: Released Page 3 \_\_\_\_\_\_ vendor Ship To METALCRAFT MARINE US INC FIRE CENTRAL SUPPLY 583 BROADWAY ST EAST 2851 OLD SHELL ROAD MOBILE, AL 36607 CAPE VINCENT, NY 13618 Te1#800-410-8464 Delivery Reference Fax 613-542-6515 VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Date | Vendor | Date | Ship | Ordered | Number | Required | Via |Terms | Department LN Description / Account Qty Unit Price Net Price \*\*\*\*\* Project Ledger Summary Section \*\*\*\*\* Amount Remaining Budget 1257312.16 E G-PDPORT21.CAPEQUIPMT. 61198.96 \*\*\*\* General Ledger Summary Section \*\*\*\* Amount Remaining Budget 5309.30.15.0000.0000.1530.0000.0000.47010. 1257312.16 2599770.64 EQUIPMENT (GREATER \$5000) PORT SECURITY GRANT EXP \*\*\*\* Approval/Conversion Info \*\*\*\* Activity Date CCancelled05/26/22 clerk Comment DONALD ROSE GL Allocation changed Approved 11/05/21 TAYLOR HARRIS Auto approved by: 910518653 Auto approved by: 910518653 Auto approved by: 910519482 Auto approved by: 910519482 11/05/21 Approved NANCY NGUYEN 11/05/21 05/27/22 05/27/22 05/27/22 Approved RANDY THREADGILL Approved TAYLOR HARRIS NANCY NGUYEN Approved TRAVIS MARSHALL Approved 05/27/22 RANDY THREADGILL Auto approved by: 910519482 Approved 05/27/22 Auto approved by: 910519482 Auto approved by: 910519482 Oueued DONNA MICHELE STANLEY 05/27/22 Queued DONALD ROSE Auto approved by: 910519482 05/27/22 Queued SANDRA LEWIS Auto approved by: 910519482 05/27/22 JOHN PAINE Queued Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_ Signature

## MFRD Fire Boat RFP 5650 - Scoring

## **METAL SHARK**

Category	Weighting Factor	Weighted Score (Raw Score x Weighting)	Comments
Qualifications & Experience (100 points)	30%	22	Experienced, established builder for government purposes. Has built two comparable boats. Not a long track record in fireboat construction. Mixed reviews from references.
Vessel Design (100 points)	30%	25	Good overall – met design parameters. Narrow walkways around cabin. Less deck space available.
Schedule, Construction, and Delivery Plan (100 points)	10%	10	300-365 build time – quick. Good schedule breakdown. Good delivery plan.
Warranty and Support (100 points)	20%	14	Warranty: 1 year complete; 2 year engine; 2 year transmission; 3 year pumps. Average warranty support.
Pricing (100 points)	10%	8.3	\$1,249,908.07 — within and near target, slightly higher pricing.
Total (Column Sum)	X	79.3	

## **METALCRAFT**

<b>Category</b> Qualifications	Weighting Factor	Weighted Score (Raw Score x Weighting)	Comments  Extensive experience specifically in this class of fireboats.
& Experience (100 points)		30	118 references on previous fireboats over 20 years. Very good previous customer references.
Vessel Design (100 points)	30%	29	Good design – met design parameters. Excellent quality bronze Darley TSF 2000 pumps. Larger deck space; wider walkways a plus for crew operations.
Schedule, Construction, and Delivery Plan (100 points)	10%	7.7	Good schedule breakdown with 18 month expected delivery. Good delivery plan; longer but reasonable build time.
Warranty and Support (100 points)	20%	20	Warranty: 2 year complete; 6year/7K hour engine; 3 year transmission; 6 years on pumps.
Pricing (100 points)	10%	10	\$1,220,739.66 – within and near target. Slightly better overall value.
Total (Column Sum)	X	96.7	

## RFP Submission Requirements and Scoring Areas

#### RFP SUBMISSIONS

Responses must be submitted to arrive by the due date indicated at the beginning of this RFP, and shall include the following information, presented in this order.

- 3.1. Cover Letter. On firm letterhead, please identify the company name, principal contact, providing the name, title, street address, email address, and phone number as well as all persons authorized to represent the respondent. Please include a description of your company and any reservations or comments regarding this RFP. If you have standard license agreements, disclosures, or contract terms, please reference them here and include them as enclosures.
- 3.2. Qualifications and Experience. Provide the information regarding your team, your construction facility and processes, and other similar rapid response vessels that you have built and delivered.
- 3.2.1. Leadership and Operating Team. Provide a list of at least five similar representative vessels you've built, including description and photo, when it was delivered, and your customer's name and point of contact.
- 3.2.2. Relevant Strengths. Provide any special efficiencies, processes, or materials, or performance advantages associated with your design, production, delivery, or support.
- 3.2.3. Subcontractors and Major Suppliers. Provide information on your major suppliers or subcontractors, with special recognition of disadvantaged business enterprises you use or intend to use for this project. Complete the City of Mobile Major Supplier and Subcontractor worksheet in Exhibit B and include it with this section.
- 3.3. Your Proposed Vessel. Tell us about the vessel you are proposing:
- 3.3.1. Complete the specifications checklist in Exhibit A, including a supplementary list of NFPA 1925 (2018) Type IV requirements.
- 3.3.2. Provide preliminary design drawings, diagrams, material data sheets and test reports, as applicable.
- 3.3.3. Describe any unique and important qualities or features incorporated into the product which set it apart from the other available products and the reasons for submitting the product model selected for consideration and a description of why this product will meet the needs of the MFRD.
- 3.3.4. Describe any patents, copyrights, or licensing agreements applicable to the product.
- 3.3.5. Describe the commercial availability of the product model selected, including but not limited to Federal General Services Administration (GSA) Contracts, H-GAC cooperative purchasing program, open market resellers, partnerships, and/or distributors.
- 3.4. Schedule, Construction and Delivery Plan. Provide an estimated timeline for the design, fabrication, and delivery for the proposed rapid response fire boat submitted for consideration by the MFRD in response to this RFP. Indicate how you intend to provide construction updates, your delivery process, including sea trials, and training process.
- 3.5. Warranty & Support. Describe your warranty for the vessel and its components, and how you will provide technical assistance, maintenance, and support. Provide the maintenance service intervals for key components, and any recommendation on how the City should complete extended maintenance or how proposer could provide extended maintenance services. Please also describe whether your maintenance plan maintains digital records and schedules that could be compatible with the City's NEXGEN Asset Management software.
- 3.6. Price and Contract Terms. Provide a comprehensive price list for the proposed vessel, compliant with GSA or cooperative pricing clearly referencing the GSA or cooperative contract you are using. Include pricing for optional items

and service plan, warranty, or extended warranty or maintenance options. Include any prepayment, partial payment, or discount options, and itemize any inclusive or separately billed travel for City or contractor representatives.

\*

- 4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:
- 4.7.1. Qualifications and Experience: Previous technical experience and competence for both the company and key personnel assigned to this project with respect to vessel construction generally and specific to the fireboat sought by this RFP. Feedback from referenced previous customers may be used to score this category. Capacity to produce a quality vessel and provide support. Subcontractor and Major Supplier plan.

Scoring Method: 0-100 Points Weight (Points): 30% of Total

4.7.2. Vessel's Design: Compliance with the required specifications and any enhanced performance features offered. Quality of workmanship, materials, and equipment.

Scoring Method: 0-100 Points Weight (Points): 30% of Total

4.7.3. Schedule, Construction, Delivery Plan: The Proposer's plan to complete the design and execute the project to completion on or before the date specified by the proposer.

Scoring Method: 0-100 Points Weight (Points): 10% of Total

4.7.4. Warranty and Support: Warranty terms for the vessel and components used to outfit the vessel to include procedures and guaranteed response times. Extended maintenance schedule and requirements, and proposed plan for City to complete, to include any proposal for proposer to provide extended maintenance services.

Scoring Method: 0-100 Points Weight (Points): 20% of Total

4.7.5. Pricing: Proposers shall include an itemized pricing proposal to include design, manufacturing, delivery, training and warranty. Proposers shall include pricing to cover the cost for travel expenses, lodging and meals for two MFRD representatives to be present during sea trials. Pricing will be evaluated objectively as multiple factors constitute value.

Scoring Method: 0-100 Points Weight (Points): 10% of Total.



## CITY OF MOBILE REQUEST FOR PROPOSALS RFP 5650



# CBRNE-RESISTANT RAPID RESPONSE FIREBOAT CITY OF MOBILE ALABAMA FIRE RESCUE DEPARTMENT

The City of Mobile is seeking proposals for design, construction, delivery and warranty support of a Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) resistant rapid-response fireboat.

Written Proposals Due: 5:00 pm, March 8, 2022

Optional Pre-Proposal Conference Call 9:00 am, February 17, 2022

<u>US Mail Address</u> <u>Package & Hand Delivery</u>:

RFP 5650 City of Mobile Procurement Department PO Box 1948 Mobile, AL 36633 RFP 5650 City of Mobile Procurement Department 205 Government Street 4<sup>th</sup> Floor South Tower, Room 408S Mobile, AL 36644

Questions due to <u>Purchasing@CityofMobile.org</u>: seven calendar days prior to proposal due date.

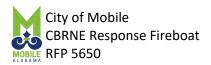
Proposals must be submitted in a sealed envelope with at least one signed original and one electronic copy (CD or thumb-drive). The outside of the envelope must be marked "City of Mobile RFP 5650."

The full contents of the Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at <a href="http://www.cityofmobile.org/bids">http://www.cityofmobile.org/bids</a>.

To ensure you are sent the latest information regarding this request, you may, but are not required to, register as an interested respondent by submitting your e-mail contact information to <a href="mailto:Purchasing@CityofMobile.org">Purchasing@CityofMobile.org</a>. The City will distribute any amendments or addenda by email, as well as posting on the City bid page.

## 1. GENERAL INFORMATION

1.1. The City of Mobile ("City") is soliciting proposals for the design, construction, delivery, and support of a CBRNE-equipped, rapid-response fireboat for the Mobile Fire-Rescue Department (MFRD). Proposers must hold a current General Services Administration (GSA) or other Alabama-Examiner-of-Public-Accounts-



approved cooperative ("cooperative") purchasing contract for such a boat, and are to quote pricing and contract terms consistent with or exceeding those of the GSA or cooperative contract.

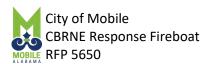
- 1.2. The MFRD is responsible for fire suppression and rescue activities within the Port of Mobile, Northwest Mobile Bay, and its tributaries. The MFRD currently operates two vessels: a 40' fireboat, and a 28' rigid hull inflatable rescue boat.
- 1.3. The MFRD seeks to replace its 40' fireboat through the addition of one equivalent size, or larger, CBRNE-equipped, rapid-response fireboat and is seeking proposals in the design, fabrication, and delivery of a new rapid response fireboat.
- 1.4. Internal analysis of the MFRD's needs and experience in marine fire suppression have allowed the MFRD to develop general characteristics of the size and capabilities of the rapid response fireboat.
- 1.5. This contract is being funded in whole or part with a Federal Port Security Grant, and so the contract terms required by 2 CFR 200 are incorporated into the terms of this RFP and will be included in any purchase documents. Those specific terms can be found in Exhibit A to this RFP.

## 2. SPECIFICATIONS.

- 2.1. All fireboat proposals shall be NFPA 1925 (2018 edition) Type IV compliant in all categories unless otherwise noted.
- 2.2. Size and capacity requirements:
  - 2.2.1. Size: 40' or greater length overall.
  - 2.2.2. Speed: 35 knots or greater (fully loaded with fuel and standard equipment).
  - 2.2.3. Propulsion: Two diesel inboard engines powering jet drives.
  - 2.2.4. Fire Pumps: Two marine grade pumps powered by a power-take-off (PTO) from propulsion engines.
  - 2.2.5. Fire Pump Capacity: Both pumps shall be rated at a minimum of 2,000 gallons per minute at 150 psi for a total rated capacity of at least 4,000 gallons per minute at 150 psi.
  - 2.2.6. Firefighting foam capacity: two 5-gallon AFFF square totes which will utilize a 1 ½" inline proportioner (customer supplied). The foam metrics described in NFPA 1925 (2018) 7.1.3 have been pre-determined with the customer's choice of proportioner.
  - 2.2.7. Fuel Capacity: 300 gallons minimum.

## 2.3. General Functional Requirements:

2.3.1. Chemical, biological, radiological, nuclear, explosive (CBRNE) response capability which includes cabin positive pressure and air filtration (foil tape to



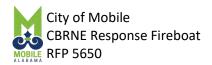
- seal openings is permissible).
- 2.3.2. CBRNE detection to include MultiRAE Pro and Lorus Mini Rad, or equivalent. The detection systems must be capable of operation from inside a closed cabin. A sampling port with hose(s) in the cabin meets this requirement.
- 2.3.3. Three standalone 5" Stortz-coupler discharges (1 bow, 2 stern). Stern discharges are to have movable 90-degree elbows. There shall be manual valves controlling each discharge.
- 2.3.4. Three manual master stream turrets. One turret shall be located on or near the bow with an 18" Task Force Tips Extend-A-Gun, or equivalent. The remaining two turrets shall be located on the port and starboard side, aft of amidships. There shall be manual valves controlling each turret.
- 2.3.5. Two gated brass wye fittings with 2 ½" discharges (one located with each aft amidships master stream).
- 2.3.6. Convenient means of access/egress to the water for repeated entry to facilitate water rescue. This may be a well deck, swim platform or some other design.

## 2.4. General Hull and Structural Characteristics:

- 2.4.1. Vertical push knee with rubber fendering.
- 2.4.2. Enclosed pilot house with two forward-facing individual shock-mitigating conning seats and two rows of bench seating aft sufficient to carry 6 total crew. Each bench seat to be large enough and capable to accommodate and secure a body backboard with patient.
- 2.4.3. Inside storage for four 50' lengths of rolled 2 ½" hose, eight 50' lengths of rolled 1 ¾" hose, and two 25' lengths of rolled 5" LDH hose with Stortz couplings (customer supplied).
- 2.4.4. Inside storage for two backboards and a folding stainless steel Stokes litter (vendor supplied).
- 2.4.5. Forward cuddy hatch accessible from pilot house.
- 2.4.6. Zip Wake automated trim tabs, or equivalent.
- 2.4.7. Sacrificial hull anodes with galvanic isolator and anti-corrosion meter.
- 2.4.8. Stern mounted, removable dive ladder.
- 2.4.9. Wrap around solid foam Wing collar, Gilman fender, rub rail, or equivalent.
- 2.4.10. Aft swim platform.
- 2.4.11. Tow post forward of the swim platform.

## 2.5. General Auxiliary Systems:

- 2.5.1. HVAC system (if the system does not have windshield defrost capability, a heated windshield(s) shall be supplied).
- 2.5.2. Anti-fouling bottom paint.
- 2.5.3. Sea Deck, or equivalent, non-skid on main deck.
- 2.5.4. Integrated self-contained toilet in V-birth. The sink listed in NFPA 1925 (2018) section 15.2 shall be deleted.
- 2.5.5. Both fresh and salt water wash down capability with a freshwater holding



tank.

- 2.5.6. Automatic bilge pumps with an audible bilge alarm.
- 2.5.7. Engine room fire suppression system capable of both automatic and manual activation as well as audible alarm.

## 2.6. General Electrical System Requirements:

- 2.6.1. Engine powered inverter or generator of sufficient power to run the vessel HVAC, electronics, and accessories.
- 2.6.2. Shore power for battery maintainers and on-board dehumidifier with cord.
- 2.6.3. LED Emergency warning lights, interior/exterior illumination, and spotlight.
- 2.6.4. LED underwater lights at stern.
- 2.6.5. Interior and exterior 120Voutlets.

## 2.7. General Command and Control System Requirements:

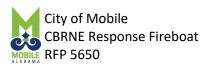
- 2.7.1. Raymarine AXIOM Pro package 12 with two 12" displays, dome radar, GPS antenna, heading sensor, side scan, 3D imaging, and Chirp-sounding/dual sensor. Any proposed Raymarine products must meet or exceed what is listed in this package.
- 2.7.2. Raymarine AIS5000 with Blueforce tracking and encrypted text messaging.
- 2.7.3. FLIR M364C with JCU-2 controller.
- 2.7.4. Two marine VHF radios with antenna.
- 2.7.5. Single Harris XL-200m Multiband (customer supplied) with antenna shall be installed by the vendor.
- 2.7.6. EPIRB
- 2.7.7. Blue Arrow, or equivalent, vessel control system.

## 2.8. Additional Details:

- 2.8.1. Maximum total price of \$1,250,000.00 on GSA schedule.
- 2.8.2. Any proposed vessel shall be of a proven design. The proposer must have built a minimum of 5 NFPA 1925 Type III or IV compliant fireboats of the design and size proposed within the last five years. These 5 vessels must be of a similar configuration and capability as the vessel proposed. The proposer is to provide a list of vessels built which meet this requirement. The list shall include detailed vessel descriptions, photographs, and user points-of-contact for verification purposes.
- 2.8.3. The personnel training provided by the manufacturer and described in NFPA 1925 (2018) section 8.1 shall consist of three days in Mobile, AL to cover all three MFRD shifts of assigned boat crews.
- 2.8.4. The medical and first aid equipment described in NFPA 1925 (2018) section 10.6 and 15.13 shall be customer supplied.
- 2.8.5. Price must include delivery to customer's location and training.

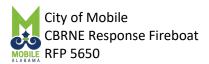
## 3. RFP SUBMISSIONS

Responses must be submitted to arrive by the due date indicated at the beginning of



this RFP, and shall include the following information, presented in this order.

- 3.1. <u>Cover Letter</u>. On firm letterhead, please identify the company name, principal contact, providing the name, title, street address, email address, and phone number as well as all persons authorized to represent the respondent. Please include a description of your company and any reservations or comments regarding this RFP. If you have standard license agreements, disclosures, or contract terms, please reference them here and include them as enclosures.
- 3.2. <u>Qualifications and Experience</u>. Provide the information regarding your team, your construction facility and processes, and other similar rapid response vessels that you have built and delivered.
  - 3.2.1. <u>Leadership and Operating Team.</u> Provide a list of at least five similar representative vessels you've built, including description and photo, when it was delivered, and your customer's name and point of contact.
  - 3.2.2. <u>Relevant Strengths</u>. Provide any special efficiencies, processes, or materials, or performance advantages associated with your design, production, delivery, or support.
  - 3.2.3. <u>Subcontractors and Major Suppliers</u>. Provide information on your major suppliers or subcontractors, with special recognition of disadvantaged business enterprises you use or intend to use for this project. Complete the City of Mobile Major Supplier and Subcontractor worksheet in **Exhibit B** and include it with this section.
- 3.3. Your Proposed Vessel. Tell us about the vessel you are proposing:
  - 3.3.1. Complete the specifications checklist in **Exhibit A**, including a supplementary list of NFPA 1925 (2018) Type IV requirements.
  - 3.3.2. Provide preliminary design drawings, diagrams, material data sheets and test reports, as applicable.
  - 3.3.3. Describe any unique and important qualities or features incorporated into the product which set it apart from the other available products and the reasons for submitting the product model selected for consideration and a description of why this product will meet the needs of the MFRD.
  - 3.3.4. Describe any patents, copyrights, or licensing agreements applicable to the product.
  - 3.3.5. Describe the commercial availability of the product model selected, including but not limited to Federal General Services Administration (GSA) Contracts, H-GAC cooperative purchasing program, open market resellers, partnerships, and/or distributors.
- 3.4. <u>Schedule, Construction and Delivery Plan</u>. Provide an estimated timeline for the design, fabrication, and delivery for the proposed rapid response fire boat

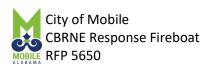


submitted for consideration by the MFRD in response to this RFP. Indicate how you intend to provide construction updates, your delivery process, including sea trials, and training process.

- 3.5. Warranty & Support. Describe your warranty for the vessel and its components, and how you will provide technical assistance, maintenance, and support. Provide the maintenance service intervals for key components, and any recommendation on how the City should complete extended maintenance or how proposer could provide extended maintenance services. Please also describe whether your maintenance plan maintains digital records and schedules that could be compatible with the City's NEXGEN Asset Management software.
- 3.6. <u>Price and Contract Terms</u>. Provide a comprehensive price list for the proposed vessel, compliant with GSA or cooperative pricing clearly referencing the GSA or cooperative contract you are using. Include pricing for optional items and service plan, warranty, or extended warranty or maintenance options. Include any prepayment, partial payment, or discount options, and itemize any inclusive or separately billed travel for City or contractor representatives.

## 4. METHOD OF SELECTION

- 4.1. Proposals should be prepared simply, providing a straightforward, concise description of your ability to satisfy the requirements of the RFP, and organized as described in Section 3.
- 4.2. The City reserves the right to request at any time that the Proposer modify a proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures or in any submission.
- 4.3. All submissions shall become the property of the City, and the City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFP should be assumed to be potentially subject to public disclosure.
- 4.4. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.



- 4.5. The City will conduct an evaluation of all submitted proposals by a designated selection team. The City may conduct interviews as part of the evaluation process.
- 4.6. The City intends to select the proposal that presents the best value and most capable product meeting the City's price constraints and specifications. As part of the evaluation process, the City, at its sole discretion, may select multiple higher-scoring proposals for further development, clarification, and competitive reconsideration.
- 4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:
  - 4.7.1. Qualifications and Experience: Previous technical experience and competence for both the company and key personnel assigned to this project with respect to vessel construction generally and specific to the fireboat sought by this RFP. Feedback from referenced previous customers may be used to score this category. Capacity to produce a quality vessel and provide support. Subcontractor and Major Supplier plan.

Scoring Method: 0-100 Points Weight (Points): 30% of Total

4.7.2. <u>Vessel's Design</u>: Compliance with the required specifications and any enhanced performance features offered. Quality of workmanship, materials, and equipment.

Scoring Method: 0-100 Points Weight (Points): 30% of Total

4.7.3. <u>Schedule, Construction, Delivery Plan</u>: The Proposer's plan to complete the design and execute the project to completion on or before the date specified by the proposer.

Scoring Method: 0-100 Points Weight (Points): 10% of Total

4.7.4. <u>Warranty and Support</u>: Warranty terms for the vessel and components used to outfit the vessel to include procedures and guaranteed response times. Extended maintenance schedule and requirements, and proposed plan for City to complete, to include any proposal for proposer to provide extended maintenance services.

Scoring Method: 0-100 Points Weight (Points): 20% of Total

4.7.5. <u>Pricing</u>: Proposers shall include an itemized pricing proposal to include design, manufacturing, delivery, training and warranty. Proposers shall include

pricing to cover the cost for travel expenses, lodging and meals for two MFRD representatives to be present during sea trials. Pricing will be evaluated objectively as multiple factors constitute value.

Scoring Method: 0-100 Points Weight (Points): 10% of Total.

- 4.8. The City reserves the right to reject any or all proposals, or to indefinitely extend this proposal opportunity.
- 4.9. Questions regarding this RFP must be sent by E-mail to <u>Purchasing@CityofMobile.org</u>, not later than seven calendar days before proposals are due. The City will post replies to questions received by addendum at <u>www.CityofMobile.org/bids</u>, and by specific notice to any person that sends an email to Purchasing@CityofMobile.org requesting notices regarding this RFP. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- 4.10. The City will hold a **pre-proposal conference call** on **February 17, 2022, at 11:00 am local Mobile time**. Firms interested in participating in the call must send an email to Purchasing@CityofMobile.org for call in information.

EXHIBITS: A Specification checklist – complete and submit with proposal.

B Major Supplier and Subcontractor Plan

C Standard Federal Clauses

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Specification	Meets Y/N	Comments
2.1 All fireboat proposals shall be NFPA 1925 (2018 edition) Type IV compliant in all categories unless otherwise noted. (SUBMIT A SEPARATE LIST OF NFPA 1925 TYPE IV REQUIREMENTS AND INDICATE WHETHER YOUR VESSEL COMPLIES WITH EACH LISTED REQUIREMENT).		
2.2 Size and capacity requirements:	XXXX	
2.2.1 Size: 40' or greater length overall.		
2.2.2 Speed: 35 knots or greater (fully loaded with fuel and standard equipment).		
2.2.3 Propulsion: Two diesel inboard engines powering jet drives.		
2.2.4 Fire Pumps: Two marine grade pumps powered by PTO from propulsion engines		
2.2.5 Fire Pump Capacity: Both pumps shall be rated at a minimum of 2,000 gallons per minute at 150 psi for a total rated capacity of at least 4,000 gallons per minute at 150 psi.		

Specification	Meets Y/N	Comments
2.2.6 Firefighting foam capacity: two 5-gallon AFFF square totes which will utilize a 1 ½" inline proportioner (customer supplied). The foam metrics described in NFPA 1925 (2018) 7.1.3 have been pre- determined with the customer's choice of proportioner.		
2.2.7 Fuel Capacity: 300 gallons minimum.		
2.3 General Functional Requirements	XXXX	
2.3.1 Chemical, biological, radiological, nuclear, explosive (CBRNE) response capability which includes cabin positive pressure and air filtration (foil tape to seal openings is permissible).	3	
2.3.2 CBRNE detection to include MultiRAE Pro and Lorus Mini Rad, or equivalent. The detection systems must be capable of operation from inside a closed cabin. A sampling port with hose(sin the cabin meets this requirement.	t	
2.3.3 Three standalone 5" Stortz discharges (1 bow, 2 stern) Stern Stortz are to have movable 90-degree elbows There shall be manual valves controlling each discharge		

Specification	Meets Y/N	Comments
2.3.4 Three manual master stream turrets. Bow turret shall be an 18" TFT Extend-A-Gun, or equivalent. The remaining two turrets shall be located on the port and starboard side, aft of amidships. There shall be manual valves controlling each turret.		
2.3.5 Two gated brass wye fittings with 2 ½" discharges (one located with each aft amidships master stream).		
2.3.6 Convenient means of access/egress to the water for repeated entry to facilitate water rescue.		
2.4 General Hull and Structural Characteristics:	XXXX	
2.4.1 Vertical push knee with rubber fendering.		
2.4.2 Enclosed pilot house with two forward-facing individual shock-mitigating conning seats and two rows of bench seating aft sufficient to carry 6 total crew. Each bench seat to be large enough and capable to accommodate and secure a body backboard with patient.		

	Specification	Meets Y/N	Comments
2.4.3	Inside storage for four 50' lengths of rolled 2 ½" hose, eight 50' lengths of rolled 1 ¾" hose, and two 25' lengths of rolled 5" LDH hose with stortz couplings (customer supplied).		
2.4.4	Inside storage for two backboards and a folding stainless steel stokes litter (vendor supplied).		
2.4.5	Forward cuddy hatch accessible from pilot house.		
2.4.6	Zip Wake automated trim tabs, or equivalent.		
2.4.7	Sacrificial hull anodes with galvanic isolator and anticorrosion meter.		
2.4.8	Stern mounted, removable dive ladder.		
2.4.9	Wrap around solid foam Wing collar, Gilman fender, rub rail, or equivalent.		
2.4.10	Aft swim platform.		
2.4.11	Tow post forward of the swim platform.		
2.5 G	eneral Auxiliary Systems:	XXXX	
2.5.1	HVAC system (if the system does not have windshield defrost capability, heated windshield(s) shall be supplied).		

	Specification	Meets Y/N	Comments
2.5.2	Anti-fouling bottom paint.		
2.5.3	Sea Deck, or equivalent, non-skid on main deck.		
2.5.4	Integrated self-contained toilet in V-birth. The sink listed in NFPA 1925 (2018) section 15.2 shall be deleted.		
2.5.5	Both fresh and salt water wash down capability with a freshwater holding tank.		
2.5.6	Automatic bilge pumps with an audible bilge alarm.		
2.5.7	Engine room fire suppression system capable of both automatic and manual activation as well as audible alarm.		
	eneral Electrical System equirements:	XXXX	
2.6.1	Engine powered inverter or generator of sufficient power to run the vessel HVAC, electronics, and accessories.		
2.6.2	Shore power for battery maintainers and on-board dehumidifier with cord.		
2.6.3	LED Emergency warning lights, interior/exterior illumination, and spotlight.		

Specification	Meets Y/N	Comments
2.6.4 LED underwater lights stern.	at	
2.6.5 Interior and exterior 12 outlets.	0V	
2.7 General Command and Control System Requirements:	XXXX	
2.7.1 Raymarine AXIOM Propackage 12 with two 12 displays, dome radar, 0 antenna, heading sens side scan, 3D imaging, Chirp-sounding/dual se Any proposed Raymari products must meet or exceed what is listed in package	2" GPS or, and ensor. ine	
2.7.2 Raymarine AIS5000 wi Blueforce tracking and encrypted text messag		
2.7.3 FLIR M364C with JCU-controller.	-2	
2.7.4 Two marine VHF radios antenna.	s with	
2.7.5 Single Harris XL-200m Multiband (customer supplied) with antenna be installed by the vend	shall	
2.7.6 EPIRB		
2.7.7 Blue Arrow, or equivale vessel control system.	ent,	

	Specification	Meets Y/N	Comments
2.8 Ac	Iditional Details	XXXX	
2.8.1	Maximum total price of \$1,250,000.00 on GSA schedule. (LIST YOUR PRICE HERE AND ATTACH A SEPARATE BREAKDOWN)		
2.8.2	Any proposed vessel shall be of a proven design. The proposer must have built a minimum of 5 NFPA 1925 Type III or IV compliant fireboats of the design and size proposed within the last five years.		
2.8.3	The personnel training provided by the manufacturer and described in NFPA 1925 (2018) section 8.1 shall consist of three days in Mobile, AL to cover all three MFRD shifts of assigned boat crews.		
2.8.4	The medical and first aid equipment described in NFPA 1925 (2018) section 10.6 and 15.13 shall be customer supplied.	XXXX	
2.8.5	Price must include delivery to customer's location and training.		

# City of Mobile CBRNE Response Fireboat RFP 5650

### **EXHIBIT B Subcontractor, Major Supplier Form**



#### OFFICE OF SUPPLIER DIVERSITY

#### CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

Page 1 of 5 Subcontractor/Supplier Plan rev. 7/29/2021

M		CITY OF MOBI	LE	Contact Office of Supplier Diversit questions on completing this for Via emai. Archnique.kidd@cityofmobi 251.208.7967
	Subcontra	ecting and Major S	Supplier Plan	205 Government Street, 5" Floo
	7 1	FORM 1: Backg	round and Plan	T
Section I. Information al	bout your company			
Company				
Address				
Telephone				
E-Mail				
RFP/RFQ Solicitation No	umber			
Project Description				
Is your company a DBE	company? Yes	No 🗌		
Work force demographic	s Male	Female	Minority	Non-minoritySDVO
	Total #of E	mployoog		
		mployees		
Subcontractor/Major S	Supplier Plan submitt	ted by:		
Printed Name:				
Sec. 10			STo.	
Signature:			ate:	<del></del>
Title:				
The following employee	will be decignated as the	ne DRE Lisison for all	communication re	garding DBE participation including document
for DBE participation ar	nd maintenance of recor	ds of Good Faith Effor	ts for this contract	award:
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#### OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 5<sup>th</sup> Floor

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<u> </u>	Description	on				
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tond to use the foll	lowing subcon	stractors: (Attach additional pages	if necessary)			
itelia to use the foll	lowing subcon	mactors. (Attaci) additional pages	ii fiedessary)			
Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

Page 3 of 5 Subcontractor/Supplier Plan rev. 7/29/2021



#### OFFICE OF SUPPLIER DIVERSITY

## CITY OF MOBILE

Subcontracting and Major Supplier Plan

#### Form 2: Good Faith Effort Documentation

Name of Bidder:			
Contact Person:	Phone	Email	

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

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

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#### OFFICE OF SUPPLIER DIVERSITY

## CITY OF MOBILE

#### Subcontracting and Major Supplier Plan

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

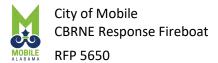
- Name, address, email address and telephone number
   A description of information provided by the bidder/proposer or subcontractor; and
- A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

#### Section 2(B)

if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirement.  Could not find sufficient DBEs to provide subcontracting or supplier services.
Could not find sufficient DBEs to provide subcontracting or supplier services.
DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs.

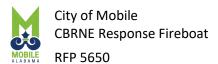
Page 5 of 5 Subcontractor/Supplier Plan rev. 7/29/2021

- A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.
- B. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
- C. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
- D. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT
- (a) Immediate Termination This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:
- (i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
- (ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or
- (iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.
- (b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:
  - (i) the contractor fails to deliver or has delivered nonconforming goods or services

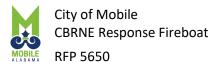


or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

- (ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;
- (iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;
- (vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.
- (c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:
  - (i) Immediately terminate the bid award without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,
- (iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

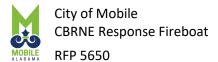


- (d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.
- (e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.
- (f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:
- (i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;
- (ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;
- (iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;
- (iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.



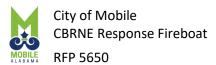
#### E. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

- (a) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities
- (b) During the performance of this contract, the contractor agrees as follows:
- (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the



compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of



September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### F. ENERGY POLICY AND CONSERVATION ACT STATEMENT

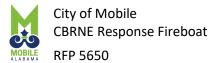
Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

#### G. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

#### H. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent

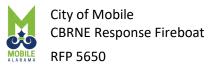


to award, but prior to actual award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the bid being protested;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:
- (v) The form of relief requested
- (b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.
- (c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

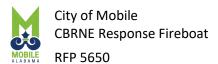
#### I. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for



the award.

- (b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.
- J. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).
- (a). 2 CFR 200 Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification
- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:
- (i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- (iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by



section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

L. BOYCOTTS. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

#### M. INDEMNIFICATION.

- (a) The Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- (b) The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

# City of Mobile CBRNE Response Fireboat RFP 5650

#### **EXHIBIT C Standard Federal Clauses**

#### N. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required. Contractor shall take out and maintain during the life of the contract the following insurance:

- (a) Worker's Compensation Employers Liability Insurance. Statutory amount of coverage as required by law of the place in which the work is performed.
- (b) Comprehensive General Liability Insurance
- (i) Public Liability including premises, products, and complete operations.
   Bodily injury liability
   \$500,000 each person
   \$1,000,000 each occurrence
- (ii) Property damage liability \$500,000 – each occurrence

Or, in lieu of 1 and 2 above,

- (iii) Bodily injury and Property Damage combined \$1,000,000 single limit
- (c) Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles
- (i) Bodily injury liability \$250,000 – each person \$1,000,000 – each occurrence
- (ii) Property damage liability \$500,000 each occurrence

Or, in lieu of a and b above,

(iii) Bodily injury and property damage combined \$1,000,000.



#### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

#### **Submitted by:**

John Paine, Purchasing Agent

#### **Sponsored by:**

Mayor William S. Stimpson

#### **Purpose and Scope of Project:**

To approve issuance of purchase order to Sound Associates Inc for amplifiers, speakers, and monitors for the Saenger Theatre.

Federal American Rescue Plan Shuttered Venue Operators Grant

#### **Amount of Contract:**

\$138,188.00

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

#### **ATTACHMENTS:**

Description Upload Date Type

20220601 Sound Agenda Package POs Cover Memo 6/1/2022

#### **REVIEWERS:**

Action Department Reviewer Date

6/2/2022 - 3:00 Mayors Montgomery, Brandi Approved

Office 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	Department	Description	Amount	Vendor
	Year				
<u>3679</u>	2022	(2590) GRANT	12 CROWN IT-	\$138,188.00	(194455) SOUND
		MANAGEMENT	4X3500 AMPLIFIERS,		ASSOCIATES INC
			8 JBL VTX M20		
			MONITORS, 4 JBL		
			VERTEC 4886 STAGE		
			LINE ARRAY		
			SPEAKERS FOR		
			SAENGER THEATRE		
			(SEALED BID 5679)		

aaoptea:		
	City Clerk	



Reguisition 00003679-00 FY 2022 Bill To

22009725

Acct No: 5025.10.00.0000.0000.0000.0000.0000.49040.

Review:

Buyer: 9105fola

|Status: Converted

Page 1

Vendor

SOUND ASSOCIATES INC

5675 RABBIT CREEK DR

Ship To SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

TIFFANY.LEVY@CITYOFMOBILE.ORG

THEODORE, AL 36582 Tel#251-443-5001

Fax 251-443-8724

Delivery Reference

SHAREE SELF - SAENGER THEATRE

Deliver To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

|Vendor |Date |Ship Date

Ordered | Number | Required | Via Terms |Department 12/21/21 | 194455 | GRANT MANAGEMENT

LN Description / Account Qty Unit Price Net Price

General Notes

PER BID #5679 AND YOUR QUOTE. 001 CROWN HD 4x3500 AMPLIFIER

12.00 EACH 8771.00000 105252.00

Additional Description Notes

CROWN HD 4x3500 AMPLIFIER

PROVIDING: CROWN IT-4X3500 HDB AMPLIFIER

1 5025.10.00.0000.0000.0000.0000.0000.49040.

E G-SBASVOG .MISCGRTEXP.

105252.00

Ship To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Deliver To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

002 JBL VTX M20 MONITOR

8.00 **EACH** 

2575.00000

20600.00

1 5025.10.00.0000.0000.0000.0000.0000.49040.



Bill To

Requisition 00003679-00 FY 2022 22009725

Acct No: 5025.10.00.0000.0000.0000.0000.0000.49040.

Review:

Buyer: 9105fola

Status: Converted

Page 2

Vendor

SOUND ASSOCIATES INC

5675 RABBIT CREEK DR

Ship To SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

TIFFANY.LEVY@CITYOFMOBILE.ORG

Tel#251-443-5001

THEODORE, AL 36582

Fax 251-443-8724

Delivery Reference

SHAREE SELF - SAENGER THEATRE

Deliver To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date | Vendor | Date | Ship | | | Ordered | Number | Required | Via | Terms | Department

LN Description / Account E G-SBASVOG .MISCGRTEXP. Qty Unit Price Net Price 20600.00

Ship To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Deliver To SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

003 THEATRICAL STAGE LINE ARRAY SPEAKERS, JBL VERTEC 4886

4.00 EACH

3084.00000

12336.00

1 5025.10.00.0000.0000.0000.0000.0000.49040.

E G-SBASVOG .MISCGRTEXP.

12336.00

Ship To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Deliver To

SAENGER THEATER

6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Requisition Link

Requisition Total

138188.00



Bill To Reguisition 00003679-00 FY 2022 22009725 Acct No: 5025.10.00.0000.0000.0000.0000.0000.49040. Review: Buyer: 9105fola Status: Converted Page 3 Vendor Ship To SOUND ASSOCIATES INC SAENGER THEATER 5675 RABBIT CREEK DR 6 SOUTH JOACHIM STREET MOBILE, AL 36602 TIFFANY.LEVY@CITYOFMOBILE.ORG THEODORE, AL 36582 Tel#251-443-5001 Delivery Reference Fax 251-443-8724 SHAREE SELF - SAENGER THEATRE Deliver To SAENGER THEATER 6 SOUTH JOACHIM STREET MOBILE, AL 36602 Date | Vendor | Date | Ship | Ordered | Number | Required | Via | Terms |Terms | Department Qty Unit Price Net Price LN Description / Account \*\*\*\*\* Project Ledger Summary Section \*\*\*\*\* Amount Remaining Budget 115593.20 E G-SBASVOG .MISCGRTEXP. 138188.00 \*\*\*\* General Ledger Summary Section \*\*\*\* Amount Remaining Budget 5025.10.00.0000.0000.0000.0000.0000.49040. 138188.00 2599770.64 COVID-19 GRANTS EXP **GRANTS EXPENDITURES** \*\*\*\* Approval/Conversion Info \*\*\*\* Activity Date clerk Comment 12/28/21 Approved TAYLOR HARRIS Approved 12/28/21 Approved 12/28/21 Forward 12/28/21 Approved 05/26/22 Auto approved by: 910518653 Auto approved by: 910518653 REBECCA CHRISTIAN RANDY THREADGILL JOHN PAINE Auto approved by: 9105fola Auto approved by: 9105fola Auto approved by: 9105fola DONNA MICHELE STANLEY Approved 05/26/22 DONALD ROSE Approved 05/26/22 SANDRA LEWIS Approved 05/26/22 ANNE FOLEY Authorized By: \_\_\_ \_\_\_\_\_ Date: \_\_\_\_\_ Signature

#### **SEALED BID**

We will allow a discount \_\_\_\_\_ and correct invoice of completed order.

## **CITY OF MOBILE**

#### **BID SHEET**

This is Not an Order

.

#### Do Not Return Via Email or Fax

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

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

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE

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**BEFORE BIDDING** 

Typed by:	he		Buyer: 003						
	PI	ease quote the lo	west price at which you will furnis	h the artic	eles listed	below			
DATE		BID NO.	DEPARTMENT	Commod	ities to be d	elivered F.O	.B. Mot	oile to:	
05/0	09/2022	5679	SAENGER THEATER	6.50	uth Joach	im St. Ma	obile.	AT. 36603	<b>)</b> .
			d by the Purchasing office not lat	las thans	12:00 NO				
	Bid on this form ONLY. Make no changes on this form. Attach					UNIT PR		EXTENS	
QUANTITY	ARTICLE	S any addition	al information required to this form.		UNIT	Dollars	Cents	Dollars	Cents
			ISUAL EQUIPMENT		, i			×	
		•	is requesting bids on Audio						
	_	-	stalled in the Mobile Saenger	•					
			eatrical Equipment, not						
	stand	lard equipment.							
	Vend	lor installation	is required. Vendor must have	e					
	a mir	nimum of 3 yea	rs installation experience.					ž.	
	The b	oid will be awa	rded using the minimum						
	quant	tity of each iter	n to determine the low bid.						
	Insta	llation must b	e completed before June 30	, 2022.					
	or Tu To so							c	
		P	age 1 of 6				-	x	
					<u> </u>	TOTA	L		
RETURN (	ONE SIGNED C	OPY OF THIS BID	State delivery	time wit	hin	days o	of rece	eint of P	<u> </u>
N ENCLO	SED ENVELOP	E		)		-		p. 011.	
								ν.	
			Typed Sign	nature					

\_\_% 20 days from date of receipt of goods

- 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 Cashler'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 \_\_\_

	Rid on this form ONLY Make no changes on this form. Additional	T	LINIT PR	ICE	EYTENS	ION
JUANTITY	information to be submitted on separate sheet and attached hereto.	UNIT	Dollars	-		
ITEM 1: 3-8	Page 2 of 6  THEATRICAL EQUIPMENT SPEAKERS  JBL VERTEC 4886 STAGE LINE ARRAY SPEAKERS THAT MEETS THE SPECIFICATIONS LISTED BELOW  • 3 WAY SPEAKER • 65 HZ – 20 KHZ FREQUENCY RANGE • 75 HZ – 18 KHZ FREQUENCY RESPONSE	UNIT	UNIT PR Dollars	ICE Cents	EXTENS Dollars	GION Cents
	<ul> <li>900W CONTINUOUS POWER RATING (3600W PEAK)</li> <li>110 DEGREES NOMINAL HORIZONTAL COVERAGE ANGLE</li> <li>101DB BANDPASS SENSITIVITY</li> <li>MINIMUM OF 4 MIDRANGE TRANSDUCERS</li> <li>NL-8 AND NL-4 INPUT CONNECTORS</li> <li>2X DIRECT COOLED LOW FREQUENCY DRIVERS</li> <li>4X MID FREQUENCY VOICE COILS</li> <li>2X HIGH FREQUENCY DRIVERS</li> <li>SAFE RATED SUSPENSION SYSTEM FOR MOUNTING</li> </ul>					
	MAKEMODEL					
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

Firm Name	 			
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OANTITI	ANTICLES	information to be submitted on separate sheet and attached hereto,	UNIT	Dollars	Cents	Dollars	Cents
ITEM 2: 5-10	JBL VT	Page 3 of 6  FRICAL EQUIPMENT STAGE MONITOR  M20 MONITOR SPEAKERS OR EQUAL EETS THE SPECIFICATIONS LISTED BELOW  24" DEEP X 30' WIDE 10 INCH SUBWOODER 60H/60V COVERAGE 136DB MAX PEAK OUTPUT 55 MZ-19.5 HZ 30 DEGREE — 1250 COINTINUOUS WATTS IN PASSIVE USE NO MORE THAN 3.33 MS OF LATENCY DIRECT COOLED LOW FREQUENCY DRIVERS WITH 3 INCH VOICE COIL HIGH FREQUENCY DRIVER WITH 3 INCH	UNIT				
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	-	MODELEACH				×	
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name	No.			

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

Page\_\_\_\_\_ of \_\_\_

VANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PR		EXTENS	_
	Page 4 of 6  THEATRICAL EQUIPMENT AMPLIFIERS		Dollars	Cents	Dollars	Cents
ITEM 3: 8-15	THEATRICAL EQUIPMENT AMPLIFIERS  CROWN HD 4X3500 AMPLIFIER THAT MEETS THE SPECIFICATIONS LISTED BELOW  4 CHANNEL AUDIO AMPLIFIER MUST BE CAPABLE OF 3500W @ 2 OHMS MUST BE CAPABLE OF 4000W @ 4 OHMS MIST BE CAPABLE OF 2100W @ 8 OHMS MUST BE CAPABLE OF 6000W @ 4 OHMS BRIDGED MUST BE CAPABLE OF 7000W @ 8 OHMS BRIDGED MUST EMPLOY HIGH-LEVEL IIR FILTERS AND LINEAR PHASE FIR FILTERS MINIMUM OF FOUR (4) XLR ANALOG ALONG WITH AES/EBU INPUTS MUST BE AES3, HIQNET AND COBRANET COMPATIBLE MUST HAVE USB AND ETHERNET PORTS LIMITERS FOR SOUND OPTIMIZATION LCD SCREEN MUST HAVE ABILITY TO UPDATE SOUND CONTROL SOFTWARE CAST METAL HANDLES FOR PORTABILITY INPUT ACCEPTS 100-240 VAC, 50/60 HZ					
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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	information to be submitted on separate sheet and attached hereto.	UNII	Dollars	Cents	Dollars	Cent
	Page 5 of 6				ē	
	INSTALLATION OF STAGE LINE ARRAY SPEAKERS, MONITOR SPEAKERS & AMPLIFIERS	•				
ITEM 4 1	INSTALLATION OF STAGE LINE ARRAY SPEAKERS, MONITOR, SPEAKERS AND AMPLIFIERS.					
	PRICE				34	
	BID Total Including Installation \$					
	The Purchase Order Number must appear on all invoices. See reverse side of page 1 of Bid for instructions and conditions.					
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a>				(*)	
	If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
	Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.  See: <a href="https://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a> .				z:	
	Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
	Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).				N.	
	Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
	State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					-
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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Page\_\_\_\_\_ of \_\_\_\_

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Prices are to be held firm for a one (1) year period. Prices may be extended for up to two(2) additional one (1) year periods with the approval of both the successful vendor and the City of Mobile.  Provider shall acquire and maintain, in full force and effect, liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabam, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this Agreement, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama: SEE ATTACHED.  If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.  ALL QUESTIONS MUST BE SUBMITTED NO LATER THAN 3PM, TUESDAY, MAY 24, 2022.  THIS BID WILL BE AWARDED ON AN ALL OR NONE BASIS	QUANTITY	information to be submitted on separate sheet and attached hereto.	UNIT		-		Cents
and shall attach to this Agreement, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama: SEE ATTACHED.  If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.  ALL QUESTIONS MUST BE SUBMITTED NO LATER THAN 3PM, TUESDAY, MAY 24, 2022.  THIS BID WILL BE AWARDED ON AN ALL OR NONE BASIS	QUANTITY	Page 6 of 6  Prices are to be held firm for a one (1) year period. Prices may be extended for up to two(2) additional one (1) year periods with the approval of both the successful vendor and the City of Mobile.  Provider shall acquire and maintain, in full force and effect, liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabam, which such	UNIT		-		
Purchasing Department at purchasing@cityofmobile.org.  ALL QUESTIONS MUST BE SUBMITTED NO LATER THAN 3PM, TUESDAY, MAY 24, 2022.  THIS BID WILL BE AWARDED ON AN ALL OR NONE BASIS		and shall attach to this Agreement, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business				129	
		Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a> .  ALL QUESTIONS MUST BE SUBMITTED NO LATER					
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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# **INSURANCE REQUIREMENTS**

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.

## Additional Terms Relating to Purchases with Federal Grant Awards

- 1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.
- 2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
- 3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

# 4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

- (a) Immediate Termination This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are deappropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:
  - (i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
  - (ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or
  - (iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.
- (b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

- (i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;
- (ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;
- (iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;
- (vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.
- (c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:
  - (i) Immediately terminate the bid award without additional written notice; and/or
  - (ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,
  - (iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.
- (d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon

submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

- (e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.
- (f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:
  - (i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;
  - (ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;
  - (iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;
  - (iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
  - (v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

#### 5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

- (b) During the performance of this contract, the bid awardee agrees as follows:
  - (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - (ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - (iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246

of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

#### 7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

#### 8. BID PROTEST PROCEDURES

- (a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid <u>solicitation</u> process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid <u>award</u> must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:
  - (i) The name, address, and telephone number of the protestor;
  - (ii) The signature of the protestor or an authorized representative of the protestor;
    - (iii) Identification of the bid being protested;
  - (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:
    - (v) The form of relief requested
- (b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.
- (c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the

request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

#### 9. CODE OF CONDUCT

- (a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.
- (b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.
- 10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).
- (a). 2 CFR 200 Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification
- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:
  - (i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

- (iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- (iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

- 11. CONSTRUCTION AWARDS -- DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT
- (a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be

constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to

the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or

mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses

and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available

for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every

apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio

permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) <u>Compliance with Copeland Act requirements</u>. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) <u>Contract termination</u>: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) <u>Compliance with Davis-Bacon and Related Act requirements</u>. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
  - (9) <u>Disputes concerning labor standards</u>. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
  - (10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall

upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



# PROCUREMENT DEPARTMENT

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

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

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

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

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

Be sure to read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

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

(Request First Delivery)



### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

# **Submitted by:**

John Paine, Purchasing Agent

# **Sponsored by:**

Mayor William S. Stimpson

# **Purpose and Scope of Project:**

To approve issuance of purchase order to Musco Sports Lighting LLC for field lighting (6 poles, 49 LED luminaires, control system) for Matthews Park baseball field.

**CIP** 

### **Amount of Contract:**

\$318,000.00

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

### **ATTACHMENTS:**

Description Upload Date Type

20220601 Musco Agenda Cover Memo 6/1/2022 Package POs

# **REVIEWERS:**

Action Department Reviewer Date

6/2/2022 - 3:00 Mayors Montgomery, Brandi Approved

Office 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	Department	Description	Amount	Vendor
	Year				
10043	2022	(3032)	FIELD LIGHTING (6	\$318,000.00	(278697)
		ARCHITECTURAL	POLES, 49 LED		MUSCO SPORTS
		ENGINEERING	LUMINAIRES) WITH		LIGHTING LLC
			LIGHT CONTROL		
			SYSTEM FOR		
			MATTHEWS PARK		
			BASEBALL FIELD		
			(SOURCEWELL		
			COOPERATIVE		
			PURCHASING		
			AGREEMENT)		

Adopted:		
	City Clerk	 _



Bill To

Requisition 00010043-00 FY 2022

Acct No:

ACCOUNTS PAYABLE P O BOX 389

2000.80.00.0000.0000.0000.0000.0000.48010.

MOBILE, AL

Review:

36601

Buyer: 910518227

Ship To

vendorinvoices@cityofmobile.org

|Status: Approved Page 1 \_\_\_\_\_\_

vendor

MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST

ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET

5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

OSKALOOSA, IA 52577

Te1#800-808-6020

Fax 641-672-4740

Delivery Reference BRENDA PARKER

Deliver To

ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department 05/18/22 | 278697 | | |ARCHITECTURAL ENGINEERING

LN Description / Account

\_\_\_\_\_\_ Qty Unit Price Net Price

General Notes

AS PER THE SOURCEWELL CONTRACT # 071619-MSL MASTER PROJECT 199030 EXPIRES

08-27-23 AND YOUR QUOTE

001 INSTALL LIGHTING SYSTEM BASEBALL

1.00 318000.00000 EACH

318000.00

FIELD - 322'X 352 X 322' AT

MATTHEW PARK

Additional Description Notes

PER YOUR QUOTE DATED 03.21.22

SPECS PER ATTACHED

REF: 13635

SOURCEWELL: MASTER PROJECT-199030, CONTRACT #-071619-MSL,

1 2000.80.00.0000.0000.0000.0000.0000.48010.

E C0564 .CONSTRUCTN. 318000.00

Ship To

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

BRENDA PARKER

Deliver To



Requisition 00010043-00 FY 2022 Bill To ACCOUNTS PAYABLE P O BOX 389 Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. MOBILE, AL Review: Buver: 910518227 36601 vendorinvoices@cityofmobile.org |Status: Approved Page 2 \_\_\_\_\_ vendor Ship To MUSCO SPORTS LIGHTING LLC ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 100 1ST AVENUE WEST 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 OSKALOOSA, IA 52577 Te1#800-808-6020 Delivery Reference Fax 641-672-4740 BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 |Vendor |Date |Ship Ordered Number Required Via |Terms | Department 05/18/22 | 278697 | | |ARCHITECTURAL ENGINEERING LN Description / Account ARCHITECTURAL ENGINEERING Qty Unit Price Net Price 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Requisition Link 318000.00 Requisition Total \*\*\*\*\* Project Ledger Summary Section \*\*\*\*\* Account Amount Remaining Budget E C0564 .CONSTRUCTN. 318000.00 78602.64 \*\*\*\* General Ledger Summary Section \*\*\*\* Amount Remaining Budget 2000.80.00.0000.0000.0000.0000.0000.48010. 318000.00 2599770.64 CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION \*\*\*\* Approval/Conversion Info \*\*\*\* clerk Activity Date 05/18/22 Approved CINDY KLOTZ Auto approved by: 910519420 CASSIE BOATWRIGHT 05/18/22 Approved 05/18/22 Approved BRENDA RHODES Approved 05/18/22 TIFFANY HOLLINS Auto approved by: 910511034 Auto approved by: 910511034 Auto approved by: 910518227 Auto approved by: 910518227 Approved 05/18/22 RELYA MALLORY Approved 05/30/22 Approved 05/30/22 Approved 05/30/22 DONNA MICHELE STANLEY DONALD ROSE SANDRA LEWIS Approved 05/30/22 Auto approved by: 910518227 JOHN PAINE



Bill To ACCOUNTS PA P O BOX 389 MOBILE, AL 36601 vendorinvo		<u>2</u>   F   E	Acct No:	uisition 0001004 0.0000.0000.0000 227	
Vendor MUSCO SPORT 100 1ST AVE			205 GOVERNM	TOWER ROOM 546	
Tel#800-808-6020 Fax 641-672-4740			Delivery Re BRENDA PARK		
			205 GOVERNM	TOWER ROOM 546	
Date Ordered	Vendor  Date  Number  Requi	Ship red  Via	  Terms	  Department	
05/18/22	278697			ARCHITECTURAL	ENGINEERING
LN Descripti	on / Account		Qty	/ Unit Price	e Net Price
	Authorized By	:sig	gnature	Date:	



Cooperative Purchasing ✓ Services & Programs ✓

Q



# Musco Sports Lighting, LLC

Sports Lighting

#071619-MSL Maturity Date: 08/27/2023

Products & Services

Contract Documents

Pricing

Contact Information

Additional Forms

#### **Contract Documents**

Sports Lighting with Related Supplies and Services

Contract #071619-MSL Effective 08/27/2019 - 08/27/2023

#### **Contract Documentation**

- Request for Proposal (RFP) (222.49 KB)
- Contract (425.57 KB)

### **Competitive Solicitation Documentation**

- Proposal Opening Record Page (203.07 KB)
- Proposal Evaluation (119.84 KB)
- Evaluation Committee Comment & Review (194.69 KB)
- Proof of Publication (2.21 MB)
- Board Resolutions (6.23 MB)

### Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

#### Search Vendors & Contracts

General Contracts

ezIQC Contracts



# Musco Sports Lighting, LLC #071619-MSL

Pricing for contract #071619-MSL is provided at 5% off list price to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount applied.

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



Rachel Laurie Riddle Chief Examiner

November 5, 2021

Alabama Community College System Alabama County Commissions Alabama Municipalities City and County Boards of Education

To Whom It May Concern,

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

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

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle CHIEF EXAMINER



### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

# **Submitted by:**

John Paine, Purchasing Agent

# **Sponsored by:**

Mayor William S. Stimpson

# **Purpose and Scope of Project:**

To approve issuance of purchase order to Musco Sports Lighting LLC for field lighting (44 LED luminaires) with control system for Figures Park baseball field.

**CIP** 

### **Amount of Contract:**

\$173,800.00

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

# **ATTACHMENTS:**

Description Upload Date Type

20220601 Musco2 Agenda Cover Memo 6/1/2022 Package POs

# **REVIEWERS:**

Action Department Reviewer Date

6/2/2022 - 3:00 Mayors Montgomery, Brandi Approved

Office 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.
Il 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	Department	Description	Amount	Vendor
	Year				
<u>10326</u>	2022	(3032)	FIELD LIGHTING (44	\$173,800.00	<u>(278697)</u>
		ARCHITECTURAL	LED LUMINAIRES)		MUSCO SPORTS
		ENGINEERING	WITH LIGHT		LIGHTING LLC
			CONTROL SYSTEM		
			FOR FIGURES PARK		
			BASEBALL FIELD		
			(SOURCEWELL		
			COOPERATIVE		
			PURCHASING		
			AGREEMENT)		

Adopted:		
	City Clerk	



Bill To

Requisition 00010326-00 FY 2022

Acct No:

ACCOUNTS PAYABLE P O BOX 389

2000.80.00.0000.0000.0000.0000.0000.48010.

MOBILE, AL

Review:

36601

Buyer: 910518227

vendorinvoices@cityofmobile.org \_\_\_\_\_

|Status: Approved

vendor

Date

Ship To

MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST

ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

OSKALOOSA, IA 52577

Te1#800-808-6020 Fax 641-672-4740 Delivery Reference BRENDA PARKER

Deliver To

ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

|Vendor |Date |Ship Ordered |Number |Required |Via |Terms | Department 05/25/22 | 278697 | | ARCHITECTURAL ENGINEERING

\_\_\_\_\_\_ LN Description / Account

Qty Unit Price Net Price

Page 1

General Notes

AS PER THE SOURCEWELL CONTRACT # 071619-MSL MASTER PROJECT 199030 EXPIRES

08-27-23 AND YOUR QUOTE

001 PROPOSAL: FOR FIGURES PARK BASEBALL FIELD (315' X 350' X 1.00 173800.00000 LOT

173800.00

TOTAL LIGHT CONTROL - TLC FOR LED

**TECHNOLOGY** Additional Description Notes

315') SPORTSCLUSTER SYSTEM WITH

PER YOUR PROPOSAL DATED MAY 23, 2022

SOURCEWELL MASTER PROJECT 199030, CONTRACT #071619-MSL, EXP 08.27.23

SPECS PER YOUR ATTACHED PROPOSAL

FOR QUESTIONS OR CONCERNS CONTACT M. THOMAS @ 251.208.7519

1 2000.80.00.0000.0000.0000.0000.0000.48010.

E C0542 .CONSTRUCTN. 173800.00



Bill To

Requisition 00010326-00 FY 2022

Acct No:

ACCOUNTS PAYABLE P O BOX 389

2000.80.00.0000.0000.0000.0000.0000.48010.

MOBILE, AL

Review:

36601

910518227 Buyer:

Ship To

vendorinvoices@cityofmobile.ora \_\_\_\_\_

|Status: Approved Page 2

vendor

MUSCO SPORTS LIGHTING LLC

ARCHITECTURAL ENGINEERING

100 1ST AVENUE WEST

205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

OSKALOOSA, IA 52577

Delivery Reference

Te1#800-808-6020 Fax 641-672-4740

BRENDA PARKER

Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

|Vendor |Date |Ship

|Number | Required | Via Ordered Terms |Department 05/25/22 | 278697 | ARCHITECTURAL ENGINEERING

LN Description / Account

Qty Unit Price Net Price

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

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

Requisition Link

Requisition Total

173800.00

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

Account

Amount Remaining Budget 173800.00

318699.50

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

E C0542

Amount Remaining Budget

2000.80.00.0000.0000.0000.0000.0000.48010.

173800.00

2599770.64

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

.CONSTRUCTN.

Activity Date Approved 05/25/22 clerk CINDY KLOTZ

Comment Auto approved by: 910519420

214



Bill To Reguisition 00010326-00 FY 2022 ACCOUNTS PAYABLE P O BOX 389 Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. MOBILE, AL Review: Buyer: 910518227 36601 |Status: Approved vendorinvoices@cityofmobile.org Page 3 \_\_\_\_\_\_ vendor Ship To MUSCO SPORTS LIGHTING LLC ARCHITECTURAL ENGINEERING 100 1ST AVENUE WEST 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 OSKALOOSA, IA 52577 Te1#800-808-6020 Delivery Reference Fax 641-672-4740 BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Date | Vendor | Date | Ship | Ordered | Number | Required | Via | Terms |Terms | Department |ARCHITECTURAL ENGINEERING 05/25/22 |278697 | | | ARCHITECTURAL ENGINEERING LN Description / Account
Approved 05/25/22 CASSIE BOATWRIGHT
Approved 05/26/22 BRENDA RHODES
Approved 05/26/22 TIFFANY HOLLINS Qty Unit Price Net Price TIFFANY HOLLINS RELYA MALLORY Auto approved by: 910511034 Auto approved by: 910511034 Approved 05/26/22 DONNA MICHELE STANLEY Auto approved by: 910518227 Approved 05/30/22 Approved 05/30/22 Approved 05/30/22 Approved 05/30/22 DONALD ROSE Auto approved by: 910518227 SANDRA LEWIS Auto approved by: 910518227 JOHN PAINE Authorized By: \_ \_\_\_\_\_ Date: \_\_\_\_\_ Signature



Cooperative Purchasing ✓ Services & Programs ✓

Q



# Musco Sports Lighting, LLC

Sports Lighting

#071619-MSL

Maturity Date: 08/27/2023

Products & Services

Contract Documents

Pricing

Contact Information

Additional Forms

#### **Contract Documents**

Sports Lighting with Related Supplies and Services

Contract #071619-MSL Effective 08/27/2019 - 08/27/2023

#### **Contract Documentation**

- Request for Proposal (RFP) (222.49 KB)
- Contract (425.57 KB)

#### **Competitive Solicitation Documentation**

- Proposal Opening Record Page (203.07 KB)
- Proposal Evaluation (119.84 KB)
- Evaluation Committee Comment & Review (194.69 KB)
- Proof of Publication (2.21 MB)
- Board Resolutions (6.23 MB)

#### Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

#### Search Vendors & Contracts

General Contracts

ezIQC Contracts



#### Musco Sports Lighting, LLC #071619-MSL

Pricing for contract #071619-MSL is provided at 5% off list price to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount applied.

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



Rachel Laurie Riddle Chief Examiner

November 5, 2021

Alabama Community College System Alabama County Commissions Alabama Municipalities City and County Boards of Education

To Whom It May Concern,

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

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

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. <u>See</u> Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does <u>not</u> apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle CHIEF EXAMINER



#### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

#### **Submitted by:**

John Paine, Purchasing Agent

#### **Sponsored by:**

Mayor William S. Stimpson

#### **Purpose and Scope of Project:**

To approve issuance of purchase order to VAPTR LLC for 10 VAPTR ROLLR tennis court drying machines for Mobile Tennis Center.

**CIP** 

#### **Amount of Contract:**

\$29,950.00

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

#### **ATTACHMENTS:**

Description Upload Date Type

20220601 VAPTR Agenda Cover Memo 6/1/2022 Package POs

#### **REVIEWERS:**

Action Department Reviewer Date

6/2/2022 - 3:01 Mayors Montgomery, Brandi Approved

Office 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
8219	2022	(F6110 ) MOBILE TENNIS CENTER	10 VAPTR ROLLR TENNIS COURT DRYING MACHINES FOR MOBILE TENNIS CENTER (SEALED BID 5678)	\$29,950.00	(297740) VAPTR LLC

Adopted	:	
	City Clerk	



Bill To

ACCOUNTS PAYABLE P O BOX 389

Reguisition 00008219-00 FY 2022

Acct No:

2000.80.00.0000.0000.0000.0000.0000.44020.

MOBILE, AL Review: 36601

Buyer: 910518227

vendorinvoices@cityofmobile.org \_\_\_\_\_ |Status: Released Page 1

Vendor Ship To

VAPTR LLC TENNIS CENTER 851 GAILLARD DRIVE

130 CORRIDOR RD

#3157

PONTE VEDRA BEACH, FL 32004

MOBILE, AL 36608

Delivery Reference

Te1#717-802-0967

VAPTR COURT DRYING MACHINE

JACKIE.BYERLEY@CITYOFMOBILE.ORG

Deliver To TENNIS CENTER

\_\_\_\_\_\_

851 GAILLARD DRIVE

MOBILE, AL 36608

Date | Vendor | Date | Ship Ordered | Number | Required | Via

|Terms | Department 04/07/22 | 297740 | | |MOBILE TENNIS CENTER

LN Description / Account Qty Unit Price Net Price

General Notes

AS PER YOUR QUOTE AND MY BID 5678

001 VAPTR ROLLER COURT DRYING MACHINES

10.00 EACH

2995.00000 29950.00

1 2000.80.00.0000.0000.0000.0000.0000.44020.

E C0696 .OPERSUPPLS. 29950.00

Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference

VAPTR COURT DRYING MACHINE

Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608

Requisition Link

Requisition Total

29950.00

\*\*\*\*\* Project Ledger Summary Section \*\*\*\*\* Account

Amount Remaining Budget



Requisition 00008219-00 FY 2022 Bill To ACCOUNTS PAYABLE P O BOX 389 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. MOBILE, AL Review: Buyer: 910518227 36601 vendorinvoices@cityofmobile.org Status: Released Page 2 \_\_\_\_\_ vendor Ship To TENNIS CENTER VAPTR LLC 130 CORRIDOR RD 851 GAILLARD DRIVE #3157 MOBILE, AL 36608 PONTE VEDRA BEACH, FL 32004 JACKIE.BYERLEY@CITYOFMOBILE.ORG Te1#717-802-0967 Delivery Reference VAPTR COURT DRYING MACHINE Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 |Vendor |Date |Ship Ordered Number Required Via |Terms |Department 04/07/22 |297740 | | |MOBILE TENNIS CENTER \_\_\_\_\_\_ Qty LN Description / Account Unit Price Net Price E C0696 OPERSUPPLS. 29950.00 50.00 \*\*\*\* General Ledger Summary Section \*\*\*\* Amount Remaining Budget 2000.80.00.0000.0000.0000.0000.0000.44020. 29950.00 2599770.64 CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES \*\*\*\* Approval/Conversion Info \*\*\*\* Activity Date clerk Comment 04/06/22 Approved BRENDA RHODES 04/06/22 Approved TIFFANY HOLLINS Auto approved by: 910511034 04/06/22 Auto approved by: 910511034 Approved RELYA MALLORY 04/07/22 Approved BRENDA RHODES 04/07/22 04/07/22 TIFFANY HOLLINS Approved Auto approved by: 910511034 Auto approved by: 910511034 Approved RELYA MALLORY Forward 04/06/22 JOHN PAINE 04/06/22 04/07/22 SANDRA LEWIS NEED OPERATIONAL SPECS FOR BID Rejected Forward JOHN PAINE 04/07/22 Queued DONNA MICHELE STANLEY g Oueued 04/07/22 DONALD ROSE g 04/07/22 Queued SANDRA LEWIS g Queued 04/07/22 MICHAEL SPAFFORD Authorized By: \_\_ \_\_\_\_\_ Date: \_\_\_\_\_ Signature

178	NES									
<b>BID TABULATION FOR BID #5678</b>	<b>TENNIS COURT DRYING MACHINES</b>									
ABULATION	S COURT DRY	VAPTR LLC			\$ 2,995.00					
F DIB	TENNI		Items	TENNIS COURT DRYING MACHINE WITH	RESERVOIR					
		VENDORS	Line		П					

#### **SEALED BID**

(251) 208-7434

We will allow a discount \_\_\_\_ and correct invoice of completed order.

# **CITY OF MOBILE**

#### **BID SHEET**

This is Not an Order

#### Do Not Return Via Email or Fax

Mailing Address: P. O. Box 1948 Mobile, Alabama 36633 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

			,		BEF	ORE	BIDDING	à		
yped by:	S.O.	1	Buyer: 005							
		•	west price at which you	will furnish the	e articles	listed	d below			
DATE		BID NO.	DEPARTMENT	Co	mmodities	to be c	lelivered F.O	.B. Mol	oile to:	
5/03/2022		5678	VARIOUS		As Speci	fied				
This bid ı	nust be receiv	ved and stampe	d by the Purchasing of	fice not later th	nan: 12:0	00 PM	Friday, M	av 27.	2022	
	ARTICLES		orm ONLY. Make no changes				UNIT PR	ICE	EXTENS	
QUANTITY	ARTICLES	any addition	al information required to this	form.		UNIT	Dollars	Cents	Dollars	Cents
		TENNIS C	OURT DRYING MACH	IINES						
Qty 1-15	Tennis Co	ourt Drying machi	ines must meet the follow	ing specification	is:					
1-13	Will remo	ove 95% of water	from a court. It will colle	ct the water in a	reservoi					
	· Made of	f 6061 Aircraft Al	uminum		1					
	·Weight	60 lbs.			- 1					
	· Has 4 w	heels								
	· Width 4	4.5 inches			1					
	· Height (	(ground to top) 11	inches							
	· Length	(front to back) 23	inches		1					
	· Handle	length 46 inches (	removable and adjustable	)						
	· Water re	eservoir that holds	up to 2.5 gallons of wate	r						l l
	· No elect	tricity or gas requi	ired	8	ĺ					
	· Comple	etely manually ope	rated		ļ					
1	· Fabric a	ıbsorbent material	used to remove surface w	ater (can be clea	ned)					
	· All stair	nless-steel hardwa	re		- 1					
	-		e to be held firm for a per	iod of six (6)						ŀ
	months fr	rom date of award	•							
			sful bidder and the City of 4) more six (6) month peri		ces					
		PA	GE 1 OF 2							
									Œ.	
							TOTA	L		
RETURN ON	IE SIGNED CO	PY OF THIS BID	State	e delivery time	e within		davs o	f rece	pint of P	0
	ED ENVELOPE		State	-			_ days o	, 1000	oipt or i .	
				Firm Name						

\_\_% 20 days from date of receipt of goods

Typed Signature \_\_\_\_\_

- 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 roject 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 Cashler'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	Bid on this form ONLY. Make no changes on this form. Additional	LINIT	UNIT PF	RICE	EXTENS	SION
	ATTIOLLS	information to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
QUANTITY	The City of See item 1  All vendors enrollment may be for 1  If the succe vendor may business in to issuance 1  Vendors and State to de See: www Please note Certificate 1  Upon notific Certificate 1  Vendors of Certificate 1  Vendors of Authoric Certification 1  License and E-Verify Corder.  State of All Will apply See revers 1  If you have Purchasin	PAGE 2 OF 2 quoted are to be delivered prices F. O. B. Mobile. f Mobile Business License is required. 4 on reverse side of page 1.  s will be required to provide verification of the E-Verify program. Additional information and at http://immigration.alabama.gov/ essful vendor's principal place of business is out-of-state, by be required to have a Certificate of Authority to do the State of Alabama from the Secretary of State prior of a Purchase Order.  The solely responsible for consulting with the Secretary of termine whether a Certificate is required.  Sos.alabama.gov/BusinessServices/ForeignCorps.aspx. The that the time between application for the issuance of a of Authority may be several weeks.  The cation, vendor will have 10 business days to provide the of Authority and the E-Verify numbers to the gropartment before award can be completed.  Will possibly need to pay the expedite fee to meet this and because application is not sufficient. We must have a certificate with your Company ID number).  To not need a City of Mobile Business License or Certificate the tyfrom the Alabama Secretary of State, nor the E-Verify for an to submit a bid, but will need to obtain the Business de Certificate of Authority verification and/or provide the certification, if applicable, prior to issuance of a Purchase abama Local Vendor Preference Law 41-16-50 (a) and (d) to this purchase.  The anapplication of Bid for instructions and conditions.  The anapplication, please feel free to contact the ground of the contact t	UNIT				-y
		TO BE AWARDED ALL OR NONE					
				то-	TAL		
		PV OF THIS OLIOTATION		TO	TAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name	
Bv	



#### PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



#### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

#### **Submitted by:**

John Paine, Purchasing Agent

#### **Sponsored by:**

Mayor William S. Stimpson

#### **Purpose and Scope of Project:**

To approve issuance of purchase order to Bagby & Russell Electric Company Inc for street lighting parts and repairs in Battery Heights.

**CIP** 

#### **Amount of Contract:**

\$23,605.00

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

#### **ATTACHMENTS:**

Description Type Upload Date

20220601 Bagby Agenda Package POs Cover Memo 6/1/2022

#### **REVIEWERS:**

Action Department Reviewer Date

6/2/2022 - 2:59 Mayors Montgomery, Brandi Approved

Office 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	Department	Description	Amount	Vendor
	Year				
10374	2022	(2060) TRAFFIC	STREET LIGHTING	\$23,605.00	(020320) BAGBY
		ENGINEERING	PARTS AND REPAIRS		<u>&amp; RUSSELL</u>
			FOR BATTERY		ELECTRIC CO INC
			HIEGHTS (MOBILE		
			COUNTY BID 133-21))		

Adopted:		
	City Clerk	



\_\_\_\_\_

Bill To

Requisition 00010374-00 FY 2022

Acct No:

ACCOUNTS PAYABLE P O BOX 389

2000.80.00.0000.0000.0000.0000.0000.48010.

MOBILE, AL

Review:

36601

Buyer: 910518227

vendorinvoices@cityofmobile.ora

\_\_\_\_\_

|Status: Approved Page 1

vendor

Ship To BAGBY & RUSSELL ELECTRIC CO INC

5500 PLANTATON RD

TRAFFIC ENGINEERING 852 GAYLE STREET

THEODORE, AL 36582

MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-443-5902

Delivery Reference

Fax 251-443-3882

MARYBETH BERGIN

Deliver To

TRAFFIC ENGINEERING

852 GAYLE STREET

MOBILE, AL 36604

Date | Vendor | Date | Ship | Ordered | Number | Required | Via | Terms |Terms | Department 05/26/22 | 020320 | | TRAFFIC ENGINEERING -----Qty Unit Price Net Price

LN Description / Account

General Notes

AS PER YOUR MOBILE COUNTY CONTRACT 133-21 - ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE - JOINT PURCHASING AGREEMENT WITH CITY OF MOBILE

001 ITEM 4 - LED FIXTURE (ARM MOUNTED

LUMINAIRE) EACH 125.00

1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.

125.00

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

Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

002 ITEM 8 - SURGE ARRESTER OR FUSE HOLDER (POLE BASE FUSE HOLDER)

2.00 EACH

1.00

15.00000

125.00000

30.00



Bill To

Requisition 00010374-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

Acct No:

2000.80.00.0000.0000.0000.0000.0000.48010.

MOBILE, AL Review:

910518227 Buyer:

36601 vendorinvoices@cityofmobile.org \_\_\_\_\_

|Status: Approved Page 2

vendor

Ship To BAGBY & RUSSELL ELECTRIC CO INC TRAFFIC ENGINEERING

5500 PLANTATON RD

852 GAYLE STREET

THEODORE, AL 36582

MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG

Te1#251-443-5902

Delivery Reference

Fax 251-443-3882

MARYBETH BERGIN

Deliver To

TRAFFIC ENGINEERING 852 GAYLE STREET

MOBILE, AL 36604

|Vendor |Date |Ship Date Ordered | Number | Required | Via Terms |Department

05/26/22 | 020320 | | TRAFFIC ENGINEERING

LN Description / Account
 1 2000.80.00.0000.0000.0000.0000.0000.48010. Qty Unit Price Net Price

.CONSTRUCTN. E C0477 30.00

Ship To

TRAFFIC ENGINEERING 852 GAYLE STREET

MOBILE, AL 36604

Delivery Reference MARYBETH BERGIN

Deliver To

TRAFFIC ENGINEERING

852 GAYLE STREET

MOBILE, AL 36604

003 ITEM 9 - REPLACEMENT TRAY CABLE

1.00 150.00000

EACH

150.00

150.00

1 2000.80.00.0000.0000.0000.0000.0000.48010.

.CONSTRUCTN. E C0477

Ship To

TRAFFIC ENGINEERING 852 GAYLE STREET

MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN

Deliver To

TRAFFIC ENGINEERING



Bill To

Requisition 00010374-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

Acct No:

2000.80.00.0000.0000.0000.0000.0000.48010.

MOBILE, AL

Review:

36601

910518227 Buyer:

vendorinvoices@cityofmobile.org \_\_\_\_\_

|Status: Approved Page 3

Vendor

Ship To

BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD

TRAFFIC ENGINEERING 852 GAYLE STREET

MOBILE, AL 36604

THEODORE, AL 36582

MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-443-5902

Delivery Reference

Fax 251-443-3882

MARYBETH BERGIN

Deliver To

TRAFFIC ENGINEERING 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor  Number	Date  Required	Ship  Via	  Terms	  De	epartment	
05/26/22	020320				TF	RAFFIC ENGINEERI	NG
LN Descript	ion / Aco	count		Q	ty	Unit Price	Net Price

LN Description / Account 852 GAYLE STREET MOBILE, AL 36604

004 ITEM 19 - INSTALL POLE 20 FT OR 2.00 750.00000 1500.00

LESS ON FOUNDATION (ITEM SUPPLIED EACH

BY CITY)

1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.

1500.00

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

Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

005 ITEM 22 - REMOVE POLE

12.00 1000.00000 **EACH** 

12000.00

1 2000.80.00.0000.0000.0000.0000.0000.48010.

E C0477 .CONSTRUCTN. 12000.00



Requisition 00010374-00 FY 2022

Bill To

MOBILE, AL

ACCOUNTS PAYABLE P O BOX 389 Acct No:

2000.80.00.0000.0000.0000.0000.0000.48010.

Review:

910518227 Buyer:

vendorinvoices@cityofmobile.org |Status: Approved Page 4 \_\_\_\_\_

vendor

36601

BAGBY & RUSSELL ELECTRIC CO INC

5500 PLANTATON RD

THEODORE, AL 36582

Tel#251-443-5902 Fax 251-443-3882 Ship To

TRAFFIC ENGINEERING 852 GAYLE STREET

MOBILE, AL 36604

MARYBETH.BERGIN@CITYOFMOBILE.ORG

Delivery Reference MARYBETH BERGIN

Deliver To TRAFFIC ENGINEERING

852 GAYLE STREET

MOBILE, AL 36604

|Vendor |Date |Ship Date Ordered | Number | Required | Via Terms |Department 05/26/22 | 020320 | TRAFFIC ENGINEERING

LN Description / Account

Qty Unit Price Net Price

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

Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

006 ITEM 75 - SERVICE CALL

20.00 HOUR

250.00000

5000.00

1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.

5000.00

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

Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604



Bill To

Requisition 00010374-00 FY 2022

Acct No:

ACCOUNTS PAYABLE P O BOX 389

2000.80.00.0000.0000.0000.0000.0000.48010.

MOBILE, AL Review:

Buyer: 910518227 |Status: Approved

Ship To

36601 vendorinvoices@cityofmobile.org

Page 5

vendor

BAGBY & RUSSELL ELECTRIC CO INC

TRAFFIC ENGINEERING 852 GAYLE STREET

5500 PLANTATON RD

THEODORE, AL 36582

MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-443-5902 Fax 251-443-3882

Delivery Reference

MARYBETH BERGIN

Deliver To

TRAFFIC ENGINEERING 852 GAYLE STREET

MOBILE, AL 36604

|Vendor |Date |Ship Date |Number |Required |Via ordered Terms |Department 05/26/22 |020320 | TRAFFIC ENGINEERING

LN Description / Account Unit Price Net Price Qty

007 ITEM 81 - TRAFFIC CONTROL SCHEME 2.00 2400.00000 4800.00 **EACH** 

1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.

4800.00

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

Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Requisition Link

Requisition Total

23605.00

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

Account E C0477 .CONSTRUCTN.

Remaining Budget Amount 23605.00 20336.29

\*\*\*\* General Ledger Summary Section \*\*\*\* Account

Amount Remaining Budget

2000.80.00.0000.0000.0000.0000.0000.48010.

23605.00 2599770.64



Bill To Requisition 00010374-00 FY 2022 ACCOUNTS PAYABLE P O BOX 389 Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. MOBILE, AL Review: 910518227 36601 Buyer: vendorinvoices@cityofmobile.ora |Status: Approved Page 6 \_\_\_\_\_ vendor Ship To BAGBY & RUSSELL ELECTRIC CO INC TRAFFIC ENGINEERING 5500 PLANTATON RD 852 GAYLE STREET MOBILE, AL 36604 THEODORE, AL 36582 MARYBETH.BERGIN@CITYOFMOBILE.ORG Te1#251-443-5902 Delivery Reference Fax 251-443-3882 MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 |Vendor |Date |Ship Ordered | Number | Required | Via Terms Department 05/26/22 | 020320 | |TRAFFIC ENGINEERING \_\_\_\_\_ Amount Remaining Budget Account CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION \*\*\*\* Approval/Conversion Info \*\*\*\* Activity Date clerk Comment Approved 05/27/22 MARYBETH BERGIN 05/27/22 05/27/22 05/27/22 05/27/22 Approved Auto approved by: 910515265 JENNIFER WHITE Approved **BRENDA RHODES** Auto approved by: 910511034 Approved TIFFANY HOLLINS Auto approved by: 910511034 Auto approved by: 910518227 Approved RELYA MALLORY Approved 05/30/22 DONNA MICHELE STANLEY Approved 05/30/22 Auto approved by: 910518227 DONALD ROSE 05/30/22 Approved SANDRA LEWIS Approved 05/30/22 Auto approved by: 910518227 JOHN PAINE Authorized By: \_\_\_\_\_ Date: \_\_\_\_ Signature

01-004

City of Mobile County of Mobile

Sponsored by: Samuel L. Jones, Mayor

John Windley 2010

Bill Dancing

Nick Ambarger

Rick Ramboun

Lichard Aikens JAN 2 7 2010

RESOLUTION

Rey Ro

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

# NOW THEREFORE, BE IT RESOLVED:

- 1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.
- 2. Either the City or the County may advertise for a bid to be awarded jointly and shall-adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

- 3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.
  - 4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.
  - 5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.
  - 6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2009.

SAMUEL I. JONES, Mayor

ATTEST:

7. 6

#### RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

# NOW THEREFORE, BE IT RESOLVED:

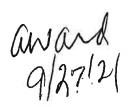
- 1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.
- 2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.
- 3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own

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- This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.
- The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.
- This resolution authorizes but does not mandate joint purchasing agreements with the City.

Mike Dean, President

ATTEST:



TOPIC: ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL AND TRAFFIC DETECTION MAINTENANCE:

	(BAGBY & RUSSELL ELECTRIC COMPANY INC)	
ITEM NO.	DESCRIPTION	BID AMOUNT
1	BALLAST KIT/DRIVER	\$125.00
2	HPS LAMP	\$125.00
3	HPS FIXTURE (ARM MOUNTED LUMINARE)	\$125.00
4	LED FIXTURE (ARM MOUNTED LUMINAIRE)	\$125.00
5	MOUNTING LUMINAIRE ARM TO 28'POLE	\$1,000.00
6	MOUNTING LUMINAIRE ARM TO WOOD POLE	\$1,000.00
7	POLE BASE FUSE	\$15.00
8	SURGE ARRESTER OR FUSE HOLDER	\$15.00
9	REPLACEMENT TRAY CABLE	\$150.00
10	CIRCUIT BREAKERS	\$75.00
11	CONTACTOR	\$125.00
12	PHOTO CELL	\$100.00
13	LIGHTING CONTROL CENTER INTERIOR	\$1,500.00
14	CONTROL TRANSFORMER	\$100.00
15	TYPE 1 JUNCTION BOX (13"X24")	\$400.00
16	TYPE 1 JUNCTION BOX (24"X24")	\$1,000.00
17	TYPE 2 JUNCTION BOX	\$300.00
18	ELECTRICAL SERVICE	\$1,000.00
POLES		, 72,000.00
19	INSTALL POLE 20 FT OR LESS ON FOUNDATION (ITEM	\$750.00
	SUPPLIED BY COUNTY)	7,00,00
20	INSTALL POLE BETWEEN >20 FT TO 50 FT ON FOUNDATION	\$1,200.00
	(ITEM SUPPLIED BY COUNTY)	72,200,00
21	INSTALL MAST ARM TO POLE (ITEM SUPPLIED BY COUNTY)	\$1,000.00
22	REMOVE POLE (ITEM RETURNED TO COUNTY)	\$1,000.00
23	REMOVE MAST ARM FROM POLE (ITEM RETURNED TO COUNTY)	\$1,500.00
24	INSTALL WOOD POLE (BURIED) (ITEM SUPPLIED BY COUNTY TYPICALLY 35 FT CLASS 3)	\$1,000.00
25	INSTALL CONCRETE POLE (BURIED) 20FT TO 50FT (ITEM	\$6,000.00
26	SUPPLIED BY COUNTY) INSTALL CONCRETE POLE (BURIED) >50FT TO 120FT (ITEM	\$25,000.00
TD A ECIC S	SUPPLIED BY COUNTY)	
	SIGNAL COMPONENTS	1
27	SET AND WIRE POLE MOUNTED CABINET	\$1,000.00
28	SET AND WIRE FROUND MOUNTED CABINET	\$1,000.00

20		
29	SET AND WIRE TRAFFIC SIGNAL HEAD (3-SECTION)	\$300.00
30	SET AND WIRE TRAFFIC SIGNAL (4-SECTION)	\$300.00
31	SET AND WIRE TRAFFIC SIGNAL HEAD (5-SECTION)	\$400.00
32	SET WIRE SCHOOL FASHER (GROUND MOUNT)	\$500.00
33	SET AND WIRE SCHOOL FLASHER (AERIAL)	\$600.00
34	SET AND WIRE PEDESTRIAN SIGNAL HEAD (INCLUDES PEDESTRIAN BUTTON)	\$500.00
35	SET AND WIRE FLASHING BEACON (GROUND MOUNT)	\$500.00
36	SET AND WIRE FLASHING BEACON (AERIAL)	\$600.00
37	SET SPAN WIRE ASSEMBLY (AERIAL POLE TO POLE) (COUNTY WILL SUPPLY CLAMPS, WIRE(S) MESSENGER AND/OR SIGNAL AND OR DETECTOR)	\$15.00 PER FT
38	INSTALL RUNS OF 3- #6 USE/CU WIRE (AERIAL) (COUNTY WILL SUPPLY WIRE )	\$15.00 PER FT
39	INSTALL (PULL) RUNS OF WIRE IN CODUIT (COUNTY WILL SUPPLY WIRE)	\$10.00 PER FT
TRAFFIC	DETECTION COMPONENTS	4
40	TRAFFIC SIGNAL LOOP (STD 6'X50') (LINEAR FOOT, SAW CUT) (CONTRACTOR TO SUPPLY ALL MATERIALS)	\$12.00 PER FT
41	TRAFFIC COUNTER LOOP (STD6'X6') (LINEAR FOOT, SAW CUT) (CONTRACTOR TO SUPPPLY ALL MATERIALS)	\$12.00 PER FT
42	LOOP LEAD-IN ( LINEAR FOOT, SAW CUT ) (CONTRACTOR WILL SUPPLY ALL MATERIAL)	\$8.00 PER FT
43	LOOP HOME RUN (LINEAR FOOT, BURIED CABLE) (CONTRACTOR TO SUPPLY ALL MATERIALS)	\$10.00 PER FT
44	SET AND WIRE VIDEO DETECTOR (COUNTY TO SUPPLY VIDEO DETECTOR PARTS)	\$600.00
45	SET AND WIRE RADAR DETECTOR (COUNTY SUPPLIED)	\$600.00
CONDU	JIT	<u> </u>
46	CONDUIT ABOVE GROUND 2" OR LESS	\$25.00 PER FT
47	CONDUIT UNDER GROUND 2" OR LESS	
48	DIRECTIONAL BORE 2" (CONTRACTOR TO INCLUDE HDPE CASING)	\$12.00 PER FT \$40.00 PER FT
49	DIRECTIONAL BORE 4" (CONTRACTOR TO INCLUDE HDPE CASING)	\$70.00 PER FT
50	DIRECTIONAL BORE 6" (CONTRACTOR TO INCLUDE HDPE CASING)	\$105.00 PER FT
51	OPEN CUT, CONCENTRATE ENCASEMENT 4" PIPE(CONTRACTOR TO INCLUDE HDPE CASING)	\$75.00 PER FT
52	OPEN CUT, CONCRETE ENCASEMENT 6" PIPE (CONTRACTOR TO INCLUDE HDPE CASING)	\$110.00 PER FT
CONCR	ETE WORK	
53	TRAFFIC SIGNAL POLE FOUNDATION INSTALLED (COUNTY TO SUPPLY THE ANCHOR BOLTS AND TEMPLET ONLY)	\$2,500.00 CU YD
54	TRAFFIC CONTROLLER PAD FOUNDATION INSTALLED	\$1,500.00 CU YD

55	ROADWAY LIGHTING POLE FOUNDATION INSTALLED (COUNTY	\$2,500.00
	TO SUPPLY THE ANCHOR BOLTS AND TEMPLATE ONLY)	1
56	TRAFFIC/ROADWAY POLE CONCRETE FOUNDATION	\$2,000.00
	EMOVAL(REMOVAL TO BE 2 FEET BELOW EXISTING GROUND)	
57	MISCELLANEOUS CONCRETE INSTALLED 3 CUBIC YARDS OR	\$3,000.00
	LESS (COUNTY TO DIRECT LOCATION. THIS IS FOR VARIOUS	
	INTERSECTION WORK)	
58	TRAFFIC CONTROLLER PAD CONCRETE REMOVAL (REMOVAL	\$1,000.00
	OF COMPLETE PAD)	
59	MISCELLANEOUS CONCRETE REMOVAL (COUNTY TO DIRECT	\$2,000.00
	LOCATION. THIS IS FOR VARIOUS INTERSECTION WORK)	
60	6" CORE DRILLING CONCRETE/ASPHALT	\$250.00 PER INCH
61	8" CORE DRILLING CONCRETE/ASPHALT	\$350.00 PER INCH
TRAFF	IC CONTROL DEVICE REMOVAL	
62	POLE MOUNTED CABINET	\$800.00
63	GROUND MOUNTED CABINETS	\$800.00
64	TRAFFIC SIGNAL HEAD (3-SECTION)	\$200.00
65	TRAFFIC SIGNAL HEAD (4-SECTION)	\$200.00
66	RAFFIC SIGNAL HEAD (5-SECTION)	\$200.00
67	SCHOOL FLASHER (GROUND MOUNT)	\$500.00
68	SCHOOL FLASHER (AERIAL)	\$600.00
69	PEDESTRIAN SIGNAL HEAD	\$250.00
70	LUMINAIRE ARM	\$1,000.00
71	REMOVE SPAN WIRE ASSEMBLY (AERIAL POLE TO POLE)	\$500.00
72	CAMERA/RADAR DETECTION UNIT	\$250.00
ADDIT	ONAL SERVICES	
73	INSTALL MISCELLANEOUS CABINET COMPONENTS (COUNTY	\$500.00
	TO SUPPLY COMPONENTS	,
74	INSTALL MISCELLANEOU AERIAL COMPONENTS (COUNTY TO	\$200.00
	SUPPLY COMPONENTS)	
75	SERVICE CALL (2 HOUR RESPONSE TIME FOR NORMAL	\$250.00 PER HOUR
	BUSINESS HOURS MONDAY TO FRIDAY 6AM-6PM(ITEMS TO	and the second s
	INCLUDE BUT NO LIMITED TO, DIAGNOSTIC AND OR SERVICE	
	OF TRAFFICE CONTROLLER, DETECTORS, POWER SUPPLY	
	CABINET COMPONENTS AND AERIAL COMPONENTS ETC.)	
76	SERVICE CALL (2 HOUR RESPONSE TIME) FOR MONDAY TO	\$400.00 PER HOUR
	FRIDAY 6PM-6AM, NON PLANNED WEEKEND EVENT OR	
	HOLIDAY (ITEMS TO INCLUDE, BUT NOT LIMIT TO	
	DIAGNOSTIC AND OR SERVICE OF TRAFFIC CONTROLLER,	
	DETECTORS, POWER SUPPLY, CABINET COMPONENTS, AREAL	
	COMPONENTS ETC.)	
77	55' BUCKET TRUCK SERVICE (INCLUDES OPERATOR)	\$250.00 PER HOUR
78	AUGER TRUCK SERVICE (INCLUDES OPERATOR)	\$300.00 PER HOUR
79	CRANE RENTAL 100FT BOOM (INCLUDES OPERATOR)	\$360.00 PER HOUR
80	CRANE RENTAL – 200 FT BOOM (INCLUDES OPERATOR)	\$840.00 PER HOUR

81	TRAFFIC CONTROL SCHEME TO INCLUDE (ONE LANE CLOSURE	\$2,400.00
	IN ACCORDANCE WITH LATEST MUTCD ON A COUNTY OR CITY ROADWAY)	
82	TRAFFIC CONTROL SCHEME, TO INCLUDE (TWO LANE CLOSURE IN ACCORDANCE WITH LATEST MUTCD ON A COUNTY OR CITY ROADWAY	\$3,360.00
83	TRAFFIC CONTROL SCHEME TO INCLUDE (ONE LANE CLOSURE IN ACCORDANCE WITH LATEST MUTCD ON AN INTERSTATE HIGHWAY)	\$2,760.00
· · · · · · · · · · · · · · · · · · ·	nignwai)	

Certified as Correct.

Short fallend

County Engineer W. Bryan Kegley II, P.E., P.L.S.

Assistant County Engineer Kimberly N. Sanderson, P.E.

Engineering Manager - Construction James Vorpald, P.E.

Engineering Manager - Development/Inspections Matthew Barelift, P.E., C.F.M.

> Engineering Manager - Design Rhonda G. Gulledge, P.E.



Public Works Director Richard A. Mitchell, P.E.

Deputy Public Works Director R. Neal Howard, P.E.

Public Works Assistant Superintendent Richard H. Crist, Sr., P.L.S.

Division Transportation Superintendents Donald Dixon Vornon Lucious Albert Newberry Patrick Williams

# MOBILE COUNTY ENGINEERING & PUBLIC WORKS

Date:

September 9, 2021

To:

Susan Holland, Purchasing

From:

Brad Wittmann, P.E., PTOE

Traffic Engineer

Ref:

Bid # 133-21 Annual Roadway Lighting, Traffic Signal, and Traffic

**Detection Maintenance** 

After review, we recommend award of this contract to the sole bidder - Bagby and Russell Electric Company, Inc.

COUNTY COMMISSIONERS

MERCERIA LUDGOOD, PRESIDENT

CONNIE HUDSON, COMMISSIONER

RANDALL DUEITT, COMMISSIONER

TELEPHONE (251) 574-5077



ADMINISTRATION

GLENN L. HODGE COUNTY ADMINISTRATOR

EDDIE KERR DEPUTY ADMINISTRATOR

TELEPHONE (251) 574-5073 FAX (251) 574-5080

AUGUST 12, 2021

#### BRAD WITTMANN MOBILE COUNTY PUBLIC WORKS DEPARTMENT

On August 11, 2021, Mobile County Commission opened Bid #133-21, annual roadway lighting, traffic signal, and traffic detection maintenance bid for MCPW.

Enclosed is a copy of the bid. Please review and send your recommendation to my office. The next conference and meeting will be held on August 23, 2021.

Your assistance is greatly appreciated.

Sincerely,

Purchasing Agent

TOPIC: ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT:

**BID OPENING: AUGUST 11, 2021** 

DESCRIPTION	BAGBY &		
SEE ATTACHED	BAGBY &  RUSSELL		
SEE ATTACHED	\$ SEE ATTC \$	\$ \$	
E-VERIFY			

CERTIFIED AS CORRECT

SUSAN HOLLAND-PURCHASING AGENT

205 Government Street 8<sup>TH</sup> Fl. South Mobile, Alabama 36644

BID INVITATION

BID NO. 133-21

JULY 9, 2021

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items: ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE BID FOR MOBILE COUNTY PUBLIC WORKS AS PER ATTACHED SPECIFICATIONS:

NOTE: PRICES MUST REMAIN FIRM FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022. Any questions or comments concerning the bid requirements must be brought to the attention

Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Purchasing Agent 251-574-8613, 205 Government St. 8th Fl. S., Mobile, Alabama 36644, to or at bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$15,000: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at mobilecountyal.gov.

This inquiry is to establish a price and a source of supply for the above listed items by Mobile County Commission and the incorporated areas therein. Purchases by political subdivisions are optional with those agencies.

THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION. OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY \( \frac{504/s}{504/s} \) TERMS \( \frac{30 04/s}{3004/s} \) You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. AUGUST 11	202	, 20	, 20	Caraconomico de Companyo de Co	AUGUST 11		A.M.	10:00	UNTIL	RECEIVED	BE	WILL	BIDS
--	-----	------	------	--	-----------	--	------	-------	-------	----------	----	------	------

ALL BIDS MUST BE SEALED, THE WORD BID", THE BID NUMBER AND THE NAME OF THE ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE. BIDS WILL BE RECEIVED BY THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION

GLENN L. HODGE, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum

of \$ see attached list.

Delivery can be made in 30 days from receipt of award.

RESPECTFULLY

Date:
.0
BID # 133-21
ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL AND TRAFFIC DETECTION MAINTENANCE BID FOR MOBILE COUNTY PUBLIC WORKS:
Name of Company: BAGBY & RUSSELL ELECTRIC CO., INC.
Company Representative Louis O. (Mat) Mathaus
(Print)
Company Representative O. M.
(Signature)
Address 5500 PLANTATION ROAD, THEODORE, AL 36582
F (50)
Phone Number (251) 214-4107 Fax Number( )
Federal ID Number63-0942738
Email Address MM. BAgruschota cutlast .com

Please attach a current W-9

Company Web Address WWW.BAGRUS.COM

# Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.lrs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	A Maria (so share a very first		St Milorina	uon,										
	1 Name (as shown on your income tax return), Name is required on this line; do	not leave this line blank.				N. C. C. C.								
	BAGBY & RUSSELL ELECTRIC COMPANY, INC.  2 Business name/disregarded entity name, If different from above					-								
	a section and designated only finding it different from above													
page 3.	Check appropriate box for federal tax classification of the person whose nam following seven boxes.	heck only one of the 4 Exemptions (corcertain entities, not instructions on page							ot Individuals: see					
as on	☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation single-member LLC	estate	Exempt payee code (if any)											
Z i	Limited liability company. Enter the tax classification (C=C corporation, S=	ater the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶						to town on one to make						
Print or type. See Specific Instructions on	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax pure is disregarded from the owner for U.S. federal tax pure disregarded from the owner should check the appropriate box for the tax.	mer. Do not	er. Do not check ner of the LLC is code (if any)						port	Ing				
bec	Other (see instructions) ►						maintaine	d outs	ide th	e U.S.)				
<u>(7</u>	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)												
S	5500 PLANTATION ROAD 6 City, state, and ZIP code													
	THEODORE, AL 36582 7 List account number(s) here (optional)													
	Last account intrinser by right (option (a))													
Par	Taxpayer Identification Number (TIN)									_				
	your TIN in the appropriate box. The TIN provided must match the name	a alvan on line 1 to ave	ald I Se	ocial sec	wity	numi	104							
backu	p withholding. For individuals, this is generally your social security num	her (SSN). However for	ora	TT	7			F	7	T	7			
reside	nt allen, sole proprietor, or disregarded entity, see the instructions for F s, it is your employer identification number (EIN). If you do not have a n	Part I later For other	0.0001		-			-	1	1				
TIN, la	ter.	umber, see How to get	or L			-0.0		_						
Note:	If the account is in more than one name, see the instructions for line 1. or To Give the Requester for guidelines on whose number to enter.	. Also see What Name a		nployer	identi	ficati	on n	umber	_	-	$\neg$			
Numb				Ī.		T	T	T	_					
			6	3	- 0	9	4	2	7   3	3	8			
Part							1000	_						
	penalties of perjury, I certify that:								W. T. H. J.					
2. I am Sen	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from bac rice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kun withholding or (h)	t have not	hoon n	atifia	d bu	tha I	ntava	l Re me	ver tha	iue t I am			
3. I am	a U.S. citizen or other U.S. person (defined below); and													
	FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting	a is correc	t.										
Certific you had acquisi other ti	cation instructions. You must cross out item 2 above if you have been no ve failed to report all interest and dividends on your tax return. For real esta tion or abandonment of secured property, cancellation of debt, contribution and interest and dividends, you are not required to sign the certification, but	etified by the IRS that you ate transactions, Item 2	u are curre	ntly subj pply. Fo	/IDA	tgag	e inte	erest p	ald,					
Sign Here	Signature of U.S. person > Valence Attacker		Date ►	31	22	1	يد	D a	닏					
	eral Instructions	<ul> <li>Form 1099-DIV (div funds)</li> </ul>	idends, in	cluding	those	fror	n st	ocks d	r mi	utue	ıl			
Section noted.	n references are to the Internal Revenue Code unless otherwise	<ul> <li>Form 1099-MISC (v proceeds)</li> </ul>	various typ	es of in	come	, pri	zes,	award	ls, o	r gr	oss			
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted	<ul> <li>Form 1099-B (stock transactions by broken)</li> </ul>	k or mutua ers)	l fund s	ales a	and d	erta	in oth	er					
	ey were published, go to www.irs.gov/FormW9.	• Form 1099-8 (proc	eeds from											
ART 200 NO.		<ul> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage Interest), 1098-E (student loan interest),</li> </ul>												
Informa	vidual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number	1098-T (tuition)		nterest),	109	8-E (£	stud	ent lo	an in	tere	est),			
(SSN),	individual taxpayer identification number (ITIN), adoption	• Form 1099-C (cano		•										
taxpay	er identification number (ATIN), or employer identification number	• Form 1099-A (acqui									_			
amoun	o report on an information return the amount paid to you, or other t reportable on an information return. Examples of information include, but are not limited to, the following.	Use Form W-9 only allen), to provide you	r correct T	IN.				_						
	1099-INT (Interest earned or paid)	If you do not return be subject to backup later.	Form W-9 withholdir	to the ng. See	<i>requi</i> What	ester is b	witi ackı	a TIN Ip witi	l, yo nhole	u m ding	ılght I,			

General Specifications for Roadway Lighting, Traffic Signal, and Traffic Detection Maintenance Yearly Bid (For General Use, County-wide, As Requested)

This contract is, intended to provide maintenance service, repair, and/or installation of roadway lighting, traffic signal, and traffic detection components and systems for various locations in Mobile County. The County reserves the right to request any bidder to provide a list of references for work of a similar size, scope and nature in order to facilitate the bid evaluation process. Due to the nature of this contract, award will be made on an "All or None" basis to the recommended bidder, who during the course of our bid evaluation is found to be the lowest responsible bidder. In accordance with Section 41-16-59 of the Code of Alabama, the successful bidder on this solicitation is restrained from assigning or sub-contracting any portion of the work under this contract.

The County will place orders as needed. The Contractor shall provide all labor, equipment, material, and traffic control devices required as per M.U.T.C,D, recommendation at no additional cost to the unit prices to repair and/or install the attached list of items as requested by Mobile County's Work Orders, Quantities for each Item will vary greatly, so unit cost will be the base cost. All prices will remain firm for the life of the contract. Some items of work (as shown) will be maintenance service, repair, and/or installation using materials supplied by Mobile County.

The work orders to the Contractor will consist of a detailed description of the work to be completed. The Contractor shall respond to each service call within 24 hours of notice by Mobile County.

# Joint Purchasing Agreement

This contract authorizes the City of Mobile to make purchases, if they so desire, in accordance with Section 41.16-50(b), and authorized by a joint purchasing agreement between the City of Mobile and Mobile County. All ordering, billing, and other transactions by the City of Mobile shall be the sole responsibility of the City of Mobile officials. All ordering, billing, and other transactions by Mobile County shall be the sole responsibility of the County of Mobile. Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile.

# Supplies / Materials Provision In Emergency Situations

In the event of an emergency situation (any non-planned event), where Mobile County cannot supply the required materials for a timely completion of the emergency work for this event, the contractor may supply the materials.

The cost for these items shall be at the seller's price to the contractor and shall not include any contractor's markup. All items used in this emergency event shall be billed with the completion of the work. Included in the billing shall be a copy of the unit cost from the seller's billing (on their letterhead) to the

contractor. If the contractor is unable to supply any necessary materials, the contractor shall immediately notify Mobile County.

This emergency situation will be granted to the City of Mobile (Joint Purchasing Agreement) only if the City of Mobile agrees to these terms with the contractor.

Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile. (See Joint Purchasing Agreement).

# The work performed under this contract will require the following:

- In compliance with the latest edition of:
  - a, ALDOT Standard Specifications for Highway Construction
  - b, ALDOT Standard Drawings
  - a. Manual on Uniform Traffic Control Devices
  - d. NEC
- State of Alabama Licensed Electrical Contractor.
  - a. Pursuant to State of Alabama licensing requirements, each contractor must have a minimum of one (1) licensed master electrician on the payroll of the company. The master electrician must be a permanent, full-time employee of the contractor, in the employ of the contractor for a minimum of six (6) continuous months, and must have a verifiable work history as a licensed electrician for a minimum of three (3) years. Bidders must submit with their bid proof of licensing. Failure to comply will be cause for rejection of the bid,
  - Signal Work performed under this contract must be completed by a Certified International Municipal Signal Association (IMSA) Level II Traffic Signal Technician. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.
  - c. Roadway Lighting Work shall require a Certified International Municipal Signal Association (IMSA) Level I Roadway Lighting Technician with a Journeyman's Electrical License from within the State of Alabama. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.

- d. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All materials shall be new and defectfree, and of a professional quality. All workmanship, products and materials are subject to inspection and approval by the County.
- e. Any non-electrical, non-signal work under this contract (ditching, trenching, auguring, etc.) may be performed by any skilled or non-skilled employee of the Contractor, at the Contractor's discretion.
- f. All materials (equipment items) which are to be replaced, will be returned to the Mobile County Traffic Maintenance Shop as directed by Mobile County.

# State of Alabama Contractor's License

- a. Bidder shall submit a copy of license with bid.
- b. The contractor shall be responsible for any damage, personal or property, caused by the use of vehicles, personnel, or equipment while engaged in this contract. The contractor shall pay for and maintain in force during the tenure of this contract, insurance, listed below. Mobile County shall be provided certified proof that such insurance is, in fact, in force for the length of the contract,

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Limits

Property Liability for
<b>Bodily Injury and Property Damage</b>

\$1,000,000 per occurrence \$2,000,000 per aggregate

Auto Liability

\$1,000,000 per occurrence

Workman's Compensation

As required by Alabama State Law

All complaints shall be handled by the contractor, with a written resolution sent to Mobile County. Full records of complaints of damages, including action(s) taken, will be kept by both contractor and Mobile County. Mobile County will be informed in writing as to the disposition of all complaints as to their legitimacy and settlement. Mobile County shall be added as an additional insured on the insurance provided under this contract.

### Life of Contract

The length of this contract will be one (1) year from October 1, 2021 through September 30, 2022.

The County reserves the right to cancel the contract at any time with a thirty (30) day notice.

# ITEMS TO BID

The following items will be for maintenance service, repair, and/or installation only. Mobile County will supply the materials / parts as shown in the item description.

The unit cost per item shall include all labor, equipment, delivery of item(s) to the project, minor materials required to install the item, and all required traffic control devices (as per the M.U.C.T.D.) for work zones inside the rights-of-way.

Should an item below no longer be produced by a supplier, an approved equal can be approved by Mobile County to be paid for at the same unit price of said Item. The Contractor shall notify the County immediately should this occur as well as provide the necessary information required to assist the County in making this determination.

# Roadway Lighting / Electrical Parts

Item #	Item Description (Item Supplied by County)	Unit Cost	
1.	Ballast Kit / Driver	/25. oo each	
2.	HPS Lamp	125. each	
3.	HPS Fixture (arm mounted luminaire)	/25,00 each	
4.	LED Fixture (arm mounted luminaire)	/25. 00 each	
5.	Mounting Luminaire Arm to 28' Pole	1,000.00 each	
6.	Mounting Luminaire Arm to Wood Pole	/000. co 'each	
7.	Pole Base Fuse	/5.0° each	
8.	Surge Arrester or Fuse Holder	15.00 each	
9.	Replacement Tray Cable	/50, <sup>Co</sup> each	
10.	Circuit Breakers	75. 00 each	
11.	Contactor	125. ° each	
12.	Photo Cell	/QD, OO each	
13.	Lighting Control Center Interior	<u>/,500.05</u> each	

14.	Control Transformer	/CO oo each
15.	Type 1 Junction Box (13" x 24")	4/00, € each
16.	Type 1 Junction Box (24"x24")	/ 000 00 each
17,	Type 2 Junction Box	300,000 each
18.	Electrical Service	4000 each
Poles		ā.
Item #	Item Description	Unit Cost
19.	Install Pole 20 ft. or less on Foundation (Item Supplied by County)	750 <sup>,00</sup> each
20.	Install Pole between >20 ft. to 50 ft on Foundation (Item Supplied by County)	1,200,00 each
21.	Install Mast Arm to Pole (Item Supplied by County)	<i>1,000,</i> ∞ each
22.	Remove Pole (Item Returned to County)	4,000 each
23.	Remove Mast Arm from Pole (Item Returned to County)	1,500,00 each
24.	Install Wood Pole (buried) (Item Supplied by County Typically 35 ft class 3)	1,000 co each
25.	Install Concrete pole (buried) 20ft to 50ft (Item Supplied by County)	6,000 each
26.	Install Concrete Pole (buried) >50ft to 120ft (Item Supplied by County)	2 <u>5,000,00</u> each

# **Traffic Signal Components**

Item #	Item Description (Item Supplied by County)	Unit Cost
27.	Set and Wire Pole Mounted Cabinet	1000 0o each
28.	Set and Wire Ground Mounted Cabinet	<u>(000, <sup>00</sup> each</u>
29.	Set and Wire Traffic Signal Head (3-section)	300,00 each
30.	Set and Wire Traffic Signal Head (4-section)	300 each
31.	Set and Wire Traffic Signal Head (5-section)	<u> 400</u> each
32.	Set and Wire School Flasher (ground mount)	500 each
33.	Set and Wire School Flasher (aerial)	600 co each
34.	Set and Wire Pedestrian Signal Head (Includes Pedestrian Button)	<u>500</u> each
35.	Set and Wire Flashing Beacon (ground mou	nt)500 each
36.	Set and Wire Flashing Beacon (aerial)	600 each
37.	Set Span Wire Assembly (aerial pole to pole) (County will supply clamps, wire(s) — messenger, and/or signal, and/or detector)	_/5, <sup>©</sup> per foot
38.	Install runs of 3 - #6 USE/CU Wire (aerial) (County will supply wire)	
39.	Install (pull) runs of wire in conduit (County will supply wire)	10.00 per foot
Traffic Detection	n Components	
Item #	Item Description	Unit Cost
40.	Traffic Signal Loop (std. 6'x 50') (Linear foot, saw cut) (Contractor to supply all materials)	12.00 per foot
41.	Traffic Counter Loop (std. 6' x 6') (Linear foot, saw cut) (Contractor to supply all materials)	12.00 per foot

42.	Loop Lead-In	8.00	per foot
	(Linear foot, saw cut)		-
	(Contractor to supply all materials)		
43.	Loop Home Run	1000	per foot
: <del></del>	(Linear foot, buried cable)	,	
	(Contractor to supply all materials)		
44.	Set and Wire Video Detector	60	co each
	(County to supply video detector parts)		
<b>4</b> 5.	Set and Wire Radar Detector (County supplied)	600	each_

# Conduit

Item #	Item Description (Supplied by County)	Unit Cost	
46.	Conduit Above Ground 2" or less	2500	per foot
47.	Conduit Under Ground 2" or less	12.00	per foot
48.	Directional Bore 2"(Contractor to include HDPE casing)	40,00	per foot
49.	Directional Bore 4"(Contractor to include HDPE casing)	70,°°	per foot
50.	Directional Bore 6"(Contractor to include HDPE casing)	10500	per foot
51.,	Open Cut, Concrete Encasement 4" Pipe (Contractor to include HDPE casing)	75.°°	per foot
52.	Open Cut, Concrete Encasement 6" Pipe (Contractor to include HDPE casing)	110,00	per foot

# **Concrete Work**

The following items will be for maintenance service, repair, and/or installation only. Mobile County will supply only limited materials / parts as shown in the item description. Contractor shall supply (as required), all concrete, forms, reinforcement steel, stub-out conduit, and ground rod as per ALDOT Special Drawings.

The unit cost per item shall include all labor, equipment, minor materials required to install the item, and all required traffic control devices (as per the M.U.T.C.D.) for work zones in side the rights-of-way. These items shall be based on cubic yard of concrete used per item as the unit cost.

Removal work shall include all labor, equipment, dirt to fill and to be compacted to existing ground level, and all required traffic control devices (as per the M.U.T.C.D.) for work zones in side the rights-of-way. These items shall be based on cubic yard of concrete removed per item as the unit cost.

Miscellaneous concrete removal work shall include all labor, equipment to remove existing concrete at an intersection for the purpose of installing various other items of work. This item shall be based on cubic yard of concrete removed.

Miscellaneous concrete installed shall include all labor, equipment and forms, as needed. This item shall be based on cubic yards of concrete used.

# **Concrete Work**

lten	# Item Description Unit Cost
53.	Traffic Signal Pole Foundation Installed (County to supply the anchor bolts and template only.)2500_cu. yd.
54.	Traffic Controller Pad Foundation Installed (County to supply the template only.)
55.	Roadway Lighting Pole Foundation Installed (County to supply the anchor bolts and template only.)cu. yd.
56.	Traffic / Roadway Pole Concrete Foundation Removal 2000 cu. yd. (Removal to be 2 feet below existing ground)
57.	Miscellaneous Concrete Installed 3 cubic yards or less (County to direct location. This is for various intersection work)
58.	Traffic Controller Pad Concrete Removal (Removal of complete pad) cu. yd.
59.	Miscellaneous Concrete Removal 2000 cu. yd. (County to direct location. This is for various intersection work)
60. 61.	6" Core Drilling Concrete / Asphalt  8" Core Drilling Concrete / Asphalt  250° per Inch

# **Traffic Control Device Removal**

Item to be delivered to Mobile County Traffic Maintenance Shop

Item #		Item Description	Unit Co	st
62.		Pole Mounted Cabinet	800°00	each
63.		Ground Mounted Cabinet	800° co	each
64.		Traffic Signal Head (3-section)	200, <sup>©b</sup>	each
65.		Traffic Signal Head (4-section)	2000	each
66.		Traffic Signal Head (5-section)	200,00	each
67.		School Flasher (ground mount)	500°°	each
68.		School Flasher (aerial)	600°00	each
69.	-	Pedestrian Signal Head	25000	each
70.		Luminaire Arm	1000	each
71.		Remove Span Wire Assembly (aerial pole to pole)	500°°	each
72.		Camera/Radar Detection Unit	250,00	each

# **Additional Services**

Item #	Item Description	Unit Cost
73.	Install Miscellaneous Cabinet Components	<u>5∞</u> each
	(County to supply components, i.e. relays, detectors, flas video / wireless panels, etc.)	•
74.	Install Miscellaneous Aerial Components (County to sup- components, i.e. bulbs, visors, signs, brackets, etc.)	ply 200 <sup>©®</sup> each

75.	Service Call (2 hour Response Time) for	250	per hour
	Normal business hours Monday to Friday 6am-6pm		
	(Items to include, but not limited to, diagnostic		
	And/ or service of: Traffic Controller, Detectors,		
	Power Supply, Cabinet Components, Aerial Components	•	
76.	Service Call (2 hour Response Time) for	400,00	per hour
	Monday to Friday 6pm-6am, non-planned weekend ever	nt	
	or holiday.		
	(Items to include, but not limited to, diagnostic and/ or		
	Service of: Traffic Controller, Detectors, Power Supply,		
	Cabinet Components, Aerial Components, etc.)		
77.	55' Bucket Truck Service	2500	nor have
11.	(Includes operator)	000	per hour
	(molddes operator)	475	
78.	Auger Truck Service	300	per hour
	(Includes operator)		
		2/000	
79.	Crane Rental-100 ft. boom	360	per hour
	(Includes operator)	is.	
- 8		841500	
80.	Crane Rental- 200 ft. boom	0 10,	per hour
	(Includes operator)	(00	
81.	Traffic Control Scheme, to Include	400	nanh
01.	One Lane Closure in accordance with latest	,,,,,,	each
	MUTCD on a county or city roadway		
	MOTOD SITE SOUTH OF SKY TORGINGY		<b>a</b>
82,	Traffic Control Scheme, to Include	3,360	each
	Two Lane Closure in accordance with latest		
	MUTCD on a county or city roadway		
		27/0	D.D.
83.	Traffic Control Scheme, to Include	0/160,	each
	One Lane Closure in accordance with latest		
	MUTCD on an interstate highway		



# AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

# **Submitted by:**

John Paine, Purchasing

# **Sponsored by:**

Mayor William S. Stimpson

# **Purpose and Scope of Project:**

To approve issuance of purchase order to Nixon Power Services LLC for Kohler 150 kW emergency generator for MPD 1st District.

General fund.

# **Amount of Contract:**

\$36,774.00

**Funding Source** 

Project # **Discretionary Funds Contract Number: Project String** 

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

**Grant Funds Matching Funds** 

# **ATTACHMENTS:**

Description Type Upload Date

20220602 Nixon Agenda Package POs Cover Memo 6/2/2022

# **REVIEWERS:**

Action Department Reviewer Date

6/2/2022 - 3:00 Mayors Montgomery, Brandi Approved

Office 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	Department	Description	Amount	Vendor
	Year				
<u>9761</u>	2022	(3032)	KOHLER KG150	\$36,774.00	(297820) NIXON
		ARCHITECTURAL	150KW EMERGENCY		POWER SERVICES
		ENGINEERING	GENERATOR FOR		<u>LLC</u>
			MPD FIRST PRECINCT		
			(SOURCEWELL		
			COOPERATIVE		
			PURCHASING		
			AGREEMENT)		

Adopted	•	
	City Clerk	



Requisition 00009761-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

Acct No:

2000.80.00.0000.0000.0000.0000.0000.47010.

MOBILE, AL

Review:

36601

Buyer:

vendorinvoices@cityofmobile.org

|Status: Released

Ship To

Page 1

vendor

NIXON POWER SERVICES LLC 155 FRANKLIN RD SUITE #255 ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Delivery Reference BRENDA PARKER

Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

Date Ordered	Vendor  Da	ate  Sh equired  Vi	ip   a  Terms	   	Department	
05/11/22	297820			Ī	ARCHITECTURAL EN	GINEERING
LN Descript	ion / Accou	nt		Qty	Unit Price	Net Price

# General Notes

PURCHASE AS PER SOURCEWELL CONTRACT 120617-KOH AND YOUR QUOTE 0026870785 DATED 5-5-2022.

THERE SHALL BE NO ADDITIONAL FEES OR SURCHARGES OF ANY KIND ADDED TO THIS PURCHASE ORDER.

ADDITIONAL FUEL SURCHAGES, SHIPPING, HANDLING OR WAITING FEES WILL NOT BE ACCEPTED OR PAID.

SHIPPER / TRANSPORTER / DRIVER MUST CALL NO LESS THAN 24 HOURS PRIOR TO MAKING DELIVER SO THAT ARANGEMENTS CAN BE MADE TO HAVE GENERATOR UNLOADED.

CITY WILL NOT PAY FOR ANY WAITING FEES IF SHIPPER / TRANSPORTER / DRIVER FAILS TO CALL NO LESS THAN 24 HOURS PRIOR TO DELIVERY ATTEMPT.

001 GENERATOR STATIONARY, VENDOR TO PROVIDE KOHLER KG150 NATURAL GAS 1.00 36774.00000 **EACH** 

36774.00

GENSET WITH COVER.

Additional Description Notes

PURCHASE AS PER SOURCEWELL CONTRACT 120617-KOH AND YOUR QUOTE 0026870785 DATED 5-5-2022.

KOHLER AWARDED CONTRACT: 120617-KOH

QUOTE#: 0026870785 DATED 05/05/22



Requisition 00009761-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

Acct No:

2000.80.00.0000.0000.0000.0000.0000.47010.

MOBILE, AL

Buyer:

36601

Review:

vendorinvoices@cityofmobile.org \_\_\_\_\_ |Status: Released

Page 2

vendor

NIXON POWER SERVICES LLC 155 FRANKLIN RD SUITE #255 Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Delivery Reference BRENDA PARKER

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

|Vendor |Date |Ship Date |Number | Required | Via Ordered Terms |Department 05/11/22 |297820 | ARCHITECTURAL ENGINEERING LN Description / Account Unit Price Net Price Qty

DELIVER TO: CITY OF MOBILE - 1ST PRECINCT @ 2601 DIP

THERE SHALL BE NO ADDITIONAL FEES OR SURCHARGES OF ANY KIND ADDED TO THIS PURCHASE ORDER.

ADDITIONAL FUEL SURCHAGES, SHIPPING, HANDLING OR WAITING FEES WILL NOT BE ACCEPTED OR PAID.

SHIPPER / TRANSPORTER / DRIVER MUST CALL NO LESS THAN 24 HOURS PRIOR TO MAKING DELIVER SO THAT ARANGEMENTS CAN BE MADE TO HAVE GENERATOR UNLOADED.

CITY WILL NOT PAY FOR ANY WAITING FEES IF SHIPPER / TRANSPORTER / DRIVER FAILS TO CALL NO LESS THAN 24 HOURS PRIOR TO DELIVERY ATTEMPT.

FINAL SHIP TO ADDRESS WLLL BE ON DAUPHIN ISLAND PARKWAY, DEPARTMENT WILL PROVIDE THE CORRECT ADDRESS. DO NOT DELIVER TO 205 GOVERNMENT STREET IN MOBILE, CONTACT DEPARTMENT FOR CORRECT ADDRESS. Vendor Item

1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0636 .CAPEQUIPMT.

36774.00



Requisition 00009761-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

MOBILE, AL 36601

Acct No:

2000.80.00.0000.0000.0000.0000.0000.47010.

Review: Buyer:

vendorinvoices@cityofmobile.ora \_\_\_\_\_ |Status: Released

Ship To

Page 3

vendor

NIXON POWER SERVICES LLC

155 FRANKLIN RD SUITE #255

ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Delivery Reference BRENDA PARKER

Deliver To

ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

|Vendor |Date |Ship Date

Ordered | Number | Required | Via Terms |Department 05/11/22 | 297820 | ARCHITECTURAL ENGINEERING

Qty Unit Price Net Price LN Description / Account

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

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

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Vendor Item

Inventory Item/Loc 14009

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



ACCOUNTS PAYABLE P O BOX 389

MOBILE, AL 36601

vendorinvoices@cityofmobile.org \_\_\_\_\_\_

Requisition 00009761-00 FY 2022

Acct No:

2000.80.00.0000.0000.0000.0000.0000.47010.

Review: Buyer:

|Status: Released

Page 4

vendor

NIXON POWER SERVICES LLC 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

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

Delivery Reference BRENDA PARKER

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

Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department 05/11/22 |297820 | | ARCHITECTURAL ENGINEERING \_\_\_\_\_\_ LN Description / Account Qty Unit Price Net Price

Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET

5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

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EACH

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E C0636 .EQUIPUND5K.

2162.00

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

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

1.00 3220.00000 3220.00 004 MAINTENANCE AGREEMENT: 2 YEAR QUARTERLY MAINTENANCE AGREEMENT EACH



ACCOUNTS PAYABLE P O BOX 389

Requisition 00009761-00 FY 2022

Acct No:

2000.80.00.0000.0000.0000.0000.0000.47010.

MOBILE, AL 36601

Review: Buyer:

vendorinvoices@cityofmobile.org

|Status: Released

Page 5

vendor

NIXON POWER SERVICES LLC 155 FRANKLIN RD SUITE #255 Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546

MOBILE, AL 36644

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Delivery Reference BRENDA PARKER

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

Qty

|Vendor |Date |Ship Date |Number | Required | Via Ordered Terms |Department

05/11/22 | 297820 | LN Description / Account

ARCHITECTURAL ENGINEERING 

Unit Price

1 2000.80.00.0000.0000.0000.0000.0000.47020. E C0636 .EQUIPUND5K.

3220.00

Net Price

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

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

Requisition Link

Requisition Total

45227.00

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

Account Remaining Budget Amount 69431.27 E C0636 36774.00 .CAPEQUIPMT. E C0636 .EQUIPUND5K. 8453.00 69431.27

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

2000.80.00.0000.0000.0000.0000.0000.47010.

Amount Remaining Budget

36774.00 EQUIPMENT (GREATER \$5000) CAPITAL IMPROVEMENTS FUND EXP



Requisition 00009761-00 FY 2022 Bill To ACCOUNTS PAYABLE P O BOX 389 Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. MOBILE, AL Review: 36601 Buyer: vendorinvoices@citvofmobile.org |Status: Released Page 6 \_\_\_\_\_\_ vendor Ship To NIXON POWER SERVICES LLC ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 155 FRANKLIN RD SUITE #255 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BRENTWOOD, TN 37027 Tel#6153095823 x 2226 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department 05/11/22 | 297820 | ARCHITECTURAL ENGINEERING \_\_\_\_\_ Amount Remaining Budget Account 2000.80.00.0000.0000.0000.0000.0000.47020. 8453.00 EQUIPMENT (LESS THAN \$5000) CAPITAL IMPROVEMENTS FUND EXP \*\*\*\* Approval/Conversion Info \*\*\*\* Activity Date Clerk
Approved 05/12/22 RODNEY
Approved 05/12/22 PHILIP
Approved 05/12/22 WILLIA
Approved 05/12/22 PAUL P Comment RODNEY GREELEY Auto approved by: 910510512 PHILIP MCCRARY Auto approved by: 910510512 Auto approved by: 910510512 Auto approved by: 910510512 Auto approved by: 910514227 WILLIAM JACKSON PAUL PRINE Approved 05/12/22 WILLIAM REED 05/12/22 Approved BRENDA RHODES 05/12/22 Approved TIFFANY HOLLINS Auto approved by: 910514227 05/12/22 Approved RELYA MALLORY 05/12/22 05/12/22 05/12/22 05/12/22 Queued DONNA MICHELE STANLEY Oueued DONALD ROSE Queued SANDRA LEWIS JOHN PAINE Queued Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_ Signature



Cooperative Purchasing V Services & Programs V





# Kohler

**Generators & Related Equipment** 

#120617-KOH

Maturity Date: 01/29/2023

Products & Services

Contract Documents

Pricing

Contact Information

### **Products & Services**

Sourcewell contract 120617-KOH gives access to the following types of goods and services:

- Diesel generators
- Gas generators
- Automatic transfer switches
- Paralleling switchgear
- Mobile generators
- Home generators
- Small business generators
- Portable generators

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

kohlerpower.com/cooperative-purchasing

Locate your local dealer or representative

### Become a Member

Simply complete the online application or contact the Client

Development team at service@sourcewell-mn.gov or 877-585-9706.

### Search Vendors & Contracts

**General Contracts** 

ezIQC Contracts

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KOHLER CO MSRP 1-De 1-Dec-17

Sept. 2018 - RES/RCL price increase due to metal tariffs (also correcting mis-stated MSRP on 6-20RES and 60RCL)

April 2019 -Price adjustments and +/-Product additions/deletions.

October 2019 -MSRP price reduction, Product deletion and product upgrades.

idential G	Generators								
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	Oct 31st MSRP
6 VS		Kohler	6 kW L.P./N.G. Genset 24V DC		1 Phase or 3 Phase	LP/NG		Air	\$4,836
6 VS		Kohler	6 kW L.P./N.G. Genset 36V DC		1 Phase or 3 Phase	LP/NG		Air	\$4,715
6 VS		Kohler	6 kW L.P./N.G. Genset 48V DC		1 Phase or 3 Phase	LP/NG		Air	\$4,589
6 VS		Kohler	6 kW L.P./N.G. Genset 48V DC, Oil Makeup Kit		1 Phase or 3 Phase	LP/NG		Air	\$4,826
6 VS		Kohler	6 kW L.P./N.G. Genset 48V DC, Oil Makeup Kit, Comm Kit		1 Phase or 3 Phase	LP/NG		Air	\$5,175
10 RE		Kohler	Residential Genset, 10kW Nat Gas or LPG, UL		1 Phase or 3 Phase	LP/NG	Yes	Air	\$2,769
10 RE		Kohler	Residential Genset, 10kW Nat Gas or LPG, CSA		1 Phase or 3 Phase	LP/NG	Yes	Air	\$2,769
10 RE		Kohler	Residential Genset, 10kW Nat Gas or LPG, 8571		1 Phase or 3 Phase	LP/NG	Yes	Air	\$3,178
12 RE		Kohler	Residential Genset, 12kW Nat Gas or LPG, UL/CSA	1	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,120
12 RE		Kohler	Residential Genset, 12kW Nat Gas or LPG, UL		1 Phase or 3 Phase	LP/NG	Yes	Air	\$2,928
12 RE		Kohler	Residential Genset, 12kW Nat Gas or LPG, CSA		1 Phase or 3 Phase	LP/NG	Yes	Air	\$2,928
12 RE		Kohler	Residential Genset, 12kW Nat Gas of LFG, CGA  Residential Genset, 12kW Nat Gas or LPG,RXT 100 Amp, LC-12 spaces, NEMA1		1 Phase or 3 Phase	LP/NG	Yes	Air	\$3,429
14 RE		Kohler	Residential Genset, 12kW Nat Gas of LPG,RXT 100 Amp, LC, NEMA1		1 Phase or 3 Phase	LP/NG	Yes	Air	\$3,429
14 RE		Kohler	Residential Genset, 14kW Nat Gas of LPG, RXT 100 Amp, SE, Load Shed, NEMA 3R		1 Phase or 3 Phase	LP/NG	Yes	Air	\$4.049
14 RE		Kohler	Residential Genset, 14kW Nat Gas of LPG, RX1 200 Affip, SE, Load Sfled, NEMA SK		1 Phase	LP/NG	Yes	Air	\$4,048
					1 Phase	LP/NG		Air	
14 RE		Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA		3 Phase		Yes	Air	\$3,501
14 RE		Kohler	Residential Genset, 14kW Nat Gas or LPG, 208V, cUL, CSA			LP/NG	Yes		\$3,606
14 RE		Kohler Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA Residential Genset, 14kW Nat Gas or LPG, 480V, cUL, CSA		3 Phase 3 Phase	LP/NG LP/NG	Yes	Air	\$3,606 \$3,606
14 RC		Kohler			1 Phase	LP/NG LP/NG	Yes	Air	
			Residential Genset, 14kW Nat Gas or LPG, 240V, UL (ALU Enclosure)					Air	\$3,685
14 RC		Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)		1 Phase	LP/NG	Yes		\$3,685
14 RC		Kohler	Residential Genset, 14kW Nat Gas or LPG, 208V, cUL, CSA (ALU Enclosure)		3 Phase	LP/NG	Yes	Air	\$3,796
14 RC		Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)		3 Phase	LP/NG	Yes	Air	\$3,796
14 RC		Kohler	Residential Genset, 14kW Nat Gas or LPG, 480V, cUL, CSA (ALU Enclosure)	1	3 Phase	LP/NG	Yes	Air	\$3,796
14 RC		Kohler	Residential Genset, 14kW Nat Gas or LPG,RXT 100 Amp, LC-16 spaces, NEMA1 (ALU Encl)		1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,149
14 RC		Kohler	Residential Genset, 14kW Nat Gas or LPG,RXT 200 Amp, SELS (ALU Encl)		1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,249
20 RE		Kohler	Residential Genset, 20kW Nat Gas or LPG, RXT 200 Amp, SE, Load Shed Kit, NEMA 3R		1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,949
20 RE		Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL		1 Phase	LP/NG	Yes	Air	\$4,274
20 RE		Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, CSA & GOST approved		1 Phase	LP/NG	Yes	Air	\$4,274
20 RE		Kohler	Residential Genset, 20kW Nat Gas or LPG, 208V, UL, CSA	1	3 Phase	LP/NG	Yes	Air	\$4,402
20 RE		Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL, CSA		3 Phase	LP/NG	Yes	Air	\$4,402
20 RE		Kohler	Residential Genset, 20kW Nat Gas or LPG, 480V, UL, CSA		3 Phase	LP/NG	Yes	Air	\$4,402
20 RC		Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL (ALU Enclosure)		1 Phase	LP/NG	Yes	Air	\$4,499
20 RC		Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)		1 Phase	LP/NG	Yes	Air	\$4,499
20 RC		Kohler	Residential Genset, 20kW Nat Gas or LPG, 208V, cUL, CSA (ALU Enclosure)		3 Phase	LP/NG	Yes	Air	\$4,634
20 RC		Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)		3 Phase	LP/NG	Yes	Air	\$4,634
20 RC		Kohler	Residential Genset, 20kW Nat Gas or LPG, 480V, cUL, CSA (ALU Enclosure)		3 Phase	LP/NG	Yes	Air	\$4,634
20 RC		Kohler	Residential Genset, 20kW Nat Gas or LPG,RXT 200 Amp, SELS (ALU Encl)		1 Phase or 3 Phase	LP/NG	Yes	Air	\$5,147
24 RC		Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA		1 Phase	LP/NG	Yes	Liquid	<del>\$10,69</del>
24 RC		Kohler	Residential Genset, 24kW Nat Gas or LPG, 208V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	<del>\$10,80</del>
24 RC		Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA		3 Phase	LP/NG	Yes	<del>Liquid</del>	<del>\$10,80</del>
24 RC		Kohler	Residential Genset, 24kW Nat Gas or LPG, 480V, UL, CSA		3 Phase	<del>LP/NG</del>	<del>Yes</del>	<del>Liquid</del>	<del>\$10,80</del>
24 RC		Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA		1 Phase	LP/NG	Yes	Liquid	\$11,23
24 RC		Kohler	Residential Genset, 24kW Nat Gas or LPG, 208V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$11,23
24 RC		Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$11,23
24 RC		Kohler	Residential Genset, 24kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$11,23
24 RC		Kohler	Residential Genset, 24kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)		1 Phase	LP/NG	Yes	Liquid	\$11,668
30 RC	<del>1</del>	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	<del>Liquid</del>	<del>\$11,89</del> 9
30 RC	¥_	Kohler	Residential Genset, 30kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	<del>\$12,01</del> 6
30 RC	<del>L</del>	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	<del>LP/NG</del>	Yes	<del>Liquid</del>	\$12,018
30 RC		Kohler	Residential Genset, 30kW Nat Gas or LPG, 480V, UL, CSA		3 Phase	<del>LP/NG</del>	Yes	<del>Liquid</del>	\$12,01

20 BCL A	Kohlor	Besidential Conset 20kW Net Con ex LBC 240V LIL CSA	60.11-	1 Phone	L D/NC	Vac	Liquid	E40.200	
30 RCLA 30 RCLA	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA Residential Genset, 30kW Nat Gas or LPG, 208V, UL, CSA		1 Phase 3 Phase	LP/NG LP/NG	Yes	Liquid Liquid	\$12,380	
		1 1 1					<u> </u>	\$12,380	
30 RCLA	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$12,380	
30 RCLA	Kohler	Residential Genset, 30kW Nat Gas or LPG, 480V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$12,380	
30 RCLA	Kohler	Residential Genset, 30kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)		3 Phase	LP/NG	Yes	Liquid	\$12,770	
38 RCLB	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA		1 Phase	LP/NG	Yes	Liquid	\$13,599	
38 RCLB	Kohler	Residential Genset, 38kW Nat Gas or LPG, 208V, UL, CSA		3 Phase	LP/NG	Yes	<del>Liquid</del>	<del>\$13,735</del>	
38 RCLB	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	<del>\$13,735</del>	
38 RCLB	Kohler	Residential Genset, 38kW Nat Gas or LPG, 480V, UL, CSA		3 Phase	<del>LP/NG</del>	Yes	<del>Liquid</del>	<del>\$13,735</del>	
38 RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA		1 Phase	LP/NG	Yes	Liquid	\$14,280	
38 RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 208V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$14,280	
38 RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$14,280	
38 RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 480V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$14,280	
38 RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)		3 Phase	LP/NG	Yes	Liquid	\$14,690	
48 RCLB	GM/PSI	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA		<del>1 Phase</del>	<del>LP/NG</del>	Yes	Liquid	<del>\$14,999</del>	
48 RCLB	GM/PSI	Residential Genset, 48kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	<del>3 Phase</del>	LP/NG	<del>Yes</del>	<del>Liquid</del>	<del>\$15,149</del>	
48 RCLB	GM/PSI	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	<del>3 Phase</del>	<del>LP/NG</del>	Yes	<del>Liquid</del>	<del>\$15,149</del>	
48 RCLB	GM/PSI	Residential Genset, 48kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	<del>Liquid</del>	<del>\$15,149</del>	
48 RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$16,440	
48 RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$16,440	
48 RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$16,440	
48 RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 480V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$16,440	
48 RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)		3 Phase	LP/NG	Yes	Liquid	\$16,905	
60 RCLA	GM/PSI	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA		1 Phase	<del>LP/NG</del>	Yes	Liquid	\$ <del>19,593</del>	
60 RCLA	GM/PSI	Residential Genset, 60kW Nat Gas or LPG, 208V, UL, CSA	60 Hz		LP/NG	Yes	Liquid	\$19,399	
60 RCLA	GM/PSI	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$19,593	
60 RCLA	GM/PSI	Residential Genset, 60kW Nat Gas or LPG, 480V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$19,593	
60 RCLB	Kohler	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA		1 Phase	LP/NG	Yes	Liquid	\$19,860	
60 RCLB	Kohler	Residential Genset, 60kW Nat Gas or LPG, 208V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$19,860	
60 RCLB	Kohler	Residential Genset, 60kW Nat Gas of LPG, 240V, UL, CSA		3 Phase	LP/NG	Yes	Liquid	\$19,860	
60 RCLB	Kohler				LP/NG	Yes	Liquid	\$19,860	
	_	Residential Genset, 60kW Nat Gas or LPG, 480V, UL, CSA		3 Phase	LP/NG				
60 RCLB	Kohler	Residential Genset, 60kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)		3 Phase		Yes	Liquid	\$20,320	
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure		1 Phase	LP/NG	Yes	Liquid	\$23,711	
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure		1 Phase	LP/NG	Yes	Liquid	\$24,699	
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$23,948	
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$23,948	
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$23,948	
100 KGR	Kohler	Residential Genset, 100kW Nat Gas, 240V, UL, CSA, Steel Enclosure		1 Phase	LP/NG	Yes	Liquid	\$26,687	
100 KGR	Kohler	Residential Genset, 100kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure		1 Phase	LP/NG	Yes	Liquid	\$27,799	
100 KGR	Kohler	Residential Genset, 100kW Nat Gas, 208V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$26,954	
100 KGR	Kohler	Residential Genset, 100kW Nat Gas, 240V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$26,954	
100 KGR	Kohler	Residential Genset, 100kW Nat Gas, 480V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$26,954	
125 KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure		1 Phase	LP/NG	Yes	Liquid	\$28,837	
125 KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$30,038	
125 KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$29,125	
125 KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$29,125	
125 KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Alunimum Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$30,038	
150 ERESC	PSI	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	<del>Liquid</del>	<del>\$32,009</del>	
150 ERESC	PSI	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure	60 Hz	1 Phase	LP/NG	Yes	<del>Liquid</del>	\$32,999	
150 ERESC	PSI	Residential Genset, 150kW Nat Gas, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	<del>Liquid</del>	<del>\$32,329</del>	
150 ERESC	PSI	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	<del>LP/NG</del>	Yes	<del>Liquid</del>	<del>\$32,329</del>	
150 ERESC	PSI	Residential Genset, 150kW Nat Gas, 480V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	<del>Liquid</del>	\$32,329	
150 KGR	Kohler	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure		1 Phase	LP/NG	Yes	Liquid	\$34,967	
150 KGR	Kohler	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure		1 Phase	LP/NG	Yes	Liquid	\$36,024	
150 KGR	Kohler	Residential Genset, 150kW Nat Gas, 244V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$34,967	
150 KGR	Kohler	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$34,967	
150 KGR	Kohler	Residential Genset, 150kW Nat Gas, 480V, UL, CSA, Steel Enclosure		3 Phase	LP/NG	Yes	Liquid	\$34,967	
150 KGR	Kohler	Residential Genset, 150kW Nat Gas, 460V, UL, CSA, Steel Enclosure  Residential Genset, 150kW Nat Gas, 208V, UL, CSA, Alunimum Enclosure		3 Phase	LP/NG LP/NG	Yes		\$34,967 \$36,024	
IOU NUK	Komer	nesidential Genset, 150kW Nat Gas, 200V, OL, GSA, Alumimum Enclosure	OU FIZ	O FIId56	LF/NG	162	Liquid	J 930,024	

ATS - Aut	omatic Transfe	er Switches -	Residential							
Amps		Model	Short Description	Voltag	Phase	Poles	Enclosure	Connection	MSRP	
-	Accessories	MODELRXT	Status Indicator - RXT, Compatibale w/generators equipped with RDC2 or DC2 Controllers	-	-	-	-	-	\$ 31.92	

- Accessories	MODELRXT   Status Ind RXT/Load Mgmt, Compatibale w/generators equipped with RDC2 or DC2 Controllers	-	I-	-	1-	-	\$ 49.00	
- Accessories	MODELRXT ATS Load Shed, Compatibale w/generators equipped with RDC2 or DC2 Controllers	-	-	-	-	-	\$ 193.00	
- Accessories	MODELRXT Power Relay Module or PRM, Compatibale w/generators equipped with RDC2 or DC2 Controllers	-	-	-	-	-	\$ 63.00	
100 ATS	MODELRXT Steel Enclosure w/UL Certification, 12 Space Load Center	240\/	1 Phase	2 Pole	NEMA 1	w/ load center	\$ 506.00	
100 ATS	MODELRXT Steel Enclosure w/UL Certification, 16 Space Load Center		1 Phase	2 Pole	NEMA 1	w/ load center	\$ 524.00	
100 ATS	MODELRXT Alum. Enclosure w/UL Cert., 16 Space Load Center		1 Phase	2 Pole		w/ load center	\$ 603.00	
400 ATS	MODELRXT Alum. Enclosure w/UL Cert., Includes combined board w/load shedding capability		1 Phase	2 Pole	NEMA 3R	w/o Load center	\$ 1,881.00	
100 ATS	MODELRXT Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability		1 Phase	2 Pole	NEMA 3R	SER	\$ 528.00	
150 ATS	MODELRXT Alum. Enclosure w/UL Cert., includes combibed board w/load shedding capability		1 Phase	2 Pole	NEMA 3R	SER	\$ 740.00	
200 ATS	MODELRXT Alum. Enclosure w/UL Cert., includes combibed board w/load shedding capability		1 Phase	2 Pole	NEMA 3R	SER	\$ 740.00	
300 ATS	MODELRXT Alum. Enclosure w/UL Cert., includes combibed board w/load shedding capability		1 Phase	2 Pole	NEMA 3R	SER	\$ 2,777.00	
400 ATS	MODELRXT Alum. Enclosure w/oL Cert., includes combibed board whoad shedding capability		1 Phase	2 Pole	NEMA 3R	SER	\$ 2,777.00	
100 ATS	MODELRXT Alum. Enclosure w/oL Cert., includes combined board w/load shedding capability			2 Pole		w/o Load center		
200 ATS	MODELRXT Alum. Enclosure w/OL Cert. and CSA Cert., includes combined board w/load shedding capability		1 Phase	2 Pole	NEMA 3R NEMA 3R	w/o Load center	\$ 395.00 \$ 628.00	
400 ATS	MODELRXT Alum. Enclosure w/UL Cert. and CSA Cert., includes combined board w/load shedding capability		1 Phase	2 Pole	NEMA 3R	w/o Load center	\$ 1,713.00	
100 ATS	MODELRXT Alum. Enclosure w/CSA Cert., includes combined board w/load shedding capability		1 Phase	2 Pole	NEMA 3R	SER	\$ 638.00	
200 ATS	MODELRXT Alum. Enclosure w/CSA Cert., includes combined board w/load shedding capability		1 Phase	2 Pole	NEMA 3R	SER	\$ 902.00	
100 ATS	MODELRXT Alum. Enclosure w/UL Cert.		3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 770.72	
100 ATS	MODELRXT Alum. Enclosure w/UL Cert.		3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 770.72	
100 ATS	MODELRXT Alum. Enclosure w/UL Cert.		3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 863.33	
200 ATS	MODELRXT Alum. Enclosure w/UL Cert.		3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 1,172.03	
200 ATS	MODELRXT Alum. Enclosure w/UL Cert.		3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 1,172.03	
200 ATS	MODELRXT Alum. Enclosure w/UL Cert.		3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 1,265.00	
400 ATS	MODELRXT Alum. Enclosure w/UL Cert.		3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 2,026.10	
400 ATS	MODELRXT Alum. Enclosure w/UL Cert.		3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 2,026.10	
400 ATS	MODELRXT Alum. Enclosure w/UL Cert.		3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 2,283.35	
100 ATS	MODELRXT   Alum. Enclosure w/UL Cert.	208V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,219.68	
100 ATS	MODELRXT Alum. Enclosure w/UL Cert.	240V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,219.68	
100 ATS	MODELRXT Alum. Enclosure w/UL Cert.	480V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,321.32	
200 ATS	MODELRXT Alum. Enclosure w/UL Cert.	208V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,509.48	
200 ATS	MODELRXT   Alum. Enclosure w/UL Cert.	240V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,509.48	
200 ATS	MODELRXT Alum. Enclosure w/UL Cert.	480V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,611.12	
400 ATS	MODELRXT Alum. Enclosure w/UL Cert.	208V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 2,559.48	
400 ATS	MODELRXT Alum. Enclosure w/UL Cert.	240V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 2,559.48	
400 ATS	MODELRXT Alum. Enclosure w/UL Cert.	480V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 2,808.96	
100 ATS	MODELRDT Steel Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 1	w/o load center	\$ 567.00	
200 ATS	MODELRDT Steel Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 1	w/o load center	\$ 816.00	
400 ATS	MODELRDT Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 1	w/o load center	\$ 1,739.00	
100 ATS	MODELRDT Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 1	w/ load center	\$ 636.72	
100 ATS	MODELRDT Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 1	w/ load center	\$ 952.00	
200 ATS	MODELRDT Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 878.64	
400 ATS	MODELRDT Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 1,903.44	
100 ATS	MODELRDT Aluminum Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	w/ load center	\$ 698.04	
200 ATS	MODELRDT Aluminum Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	w/ load center	\$ 1,107.96	
200 ATS	MODELRDT Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	SER	\$ 1,201.20	
400 ATS	MODELRDT Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	SER	\$ 2,822.00	
200 ATS	MODELRDT Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	SER w/load center		
100 ATS	MODELRDT Aluminum Enclosure w/CSA Certification	240V		2 Pole	NEMA 3R	w/o load center	\$ 628.00	
100 ATS	MODELRDT Aluminum Enclosure w/CSA Certification	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 628.32	
200 ATS	MODELRDT Aluminum Enclosure w/CSA Certification	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 918.00	
400 ATS	MODELRDT Aluminum Enclosure w/CSA Certification	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 1,943.00	
600 ATS	MODELKEP Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	SER, MPAC1500		
800 ATS	MODELKEP Steel Enclosure w/UL Certification	240V	_	2 Pole	NEMA 3R	SER, MPAC1500	\$ 9,141.00	
600 ATS	MODELINE Steel Enclosure w/OE Certification	240V	_	2 Pole	NEMA 3R	MPAC 750	\$ 4,687.00	
600 ATS	MODELKSS Steel Enclosure w/UL Certification	208V	  -	3 Pole	NEMA 3R	MPAC 750	\$ 4,974.00	
800 ATS	MODELKSS Steel Enclosure w/UL Certification	240V	_	3 Pole	NEMA 3R	MPAC 750	\$ 6,385.00	
800 ATS	MODELKSS Steel Enclosure w/UL Certification	208V	_	3 Pole	NEMA 3R	MPAC 750	\$ 6,385.00	
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Portable Generators									
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	MSRP
1.8	enCube 1.8	Inverter/Solar	1440w continuous, 1800w maximum	60HZ	1 Phase + 5/12vdc	SUN	NA	NA	\$ 1,094.94
9	PRO90	Kohler CH440	9.0kW Portable Gasoline Genset, Min Order Qtv (6)	60 Hz	1 Phase or 3 Phase	as (NG/LP Ca	Yes&CARB	Air	\$ 1,442,50

9 PRO90E	Kohler CH44(9.0kW Portable Gasoline Genset, Electric Start, Min Order Qty (6)	60 Hz   1 Phase or 3 Phase   as (NG/LP Ca Yes&CARB Air	\$ 1,663.70
6.4 PRO64	Kohler CH395 6.4kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz 1 Phase or 3 Phase as (NG/LP Ca Yes&CARB Air	\$ 1,256.90
6.4 PRO64E	Kohler CH39 6.4kW Portable Gasoline Genset, Electric Start, Min Order Qty (6)	60 Hz 1 Phase or 3 Phase as (NG/LP Ca Yes&CARB Air	\$ 1,478.10
5 PRO5.0-3	Kohler 5.0kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz 1 Phase or 3 Phase is (NG/LP Ca Yes&CARB Air	\$ 799.00
	Kohler 5.0kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz 1 Phase or 3 Phase is (NG/LP Ca Yes Air	\$ 849.00
12.3 PRO12.3EFI	Kohler ECH6 12.3kW Portable Gasoline Genset, Electric Start	60 Hz 1 Phase or 3 Phase Gasoline Yes & CARB Air	\$ 5,530.00

<b>Portable</b>	Pumps								
Size	Model	Engine Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	MSRP	
2"	WP20	Kohler CH39 2 inch Water pump	60 Hz	1 Phase or 3 Phase	Gasoline	Yes	Air	\$ 449.04	

KOHLER CO
December 2017 Sourcewell Member Discounts
While the discount structure may vary from others, the net prices after the Sourcewell discount is applied will be highly competitive vs the market.

									Sourcewell
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	Member Discour
	5 REOZK	Kohler Diesel	15 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	39%
	0 REOZK	Kohler Diesel	20 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	39%
	0 REOZK	Kohler Diesel	30 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	39%
	0 REOZK4	Kohler Diesel	30 kW Diesel Genset, Tier 4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	28%
	0 REOZK	Kohler Diesel	40 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	36%
40	0 REOZK4	Kohler Diesel	40 kW Diesel Genset, Tier 4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	30%
48	8 REOZK4	Kohler Diesel	48 kW Diesel Genset, Tier 4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	27%
50	0 REOZK	Kohler Diesel	50 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	36%
60	0 REOZK	Kohler Diesel	60 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	36%
80	0 REOZJF	John Deere	80 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	38%
80	0 REOZJ4	John Deere	80 kW Diesel Genset, Tier 4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	34%
100	0 REOZJF	John Deere	100 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	42%
100	0 REOZJ4	John Deere	100 kW Diesel Genset, Tier 4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	28%
125	5 REOZJG	John Deere	125 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	39%
125	5 REOZJ4	John Deere	125 kW Diesel Genset, Tier 4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	28%
	0 REOZJF	John Deere	150 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	39%
	0 REOZJ4	John Deere	150 kW Diesel Genset, Tier 4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	35%
	0 REOZJG	John Deere	180 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	39%
	0 REOZJF	John Deere	200 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	41%
	0 REOZJE	John Deere	230 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	41%
	0 REOZJE	John Deere	250 kW Diesel Genset	60 Hz	1 Phase or 3 Phase	Diesel	Tier 3	Liquid	41%
	5 REOZJE	John Deere	275 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 3	Liquid	41%
	0 REOZJ	John Deere	300 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 3	Liquid	38%
	0 REOZJC/JD	John Deere	350 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 3	Liquid	35%
	0 REOZJC/JD	John Deere	400 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 3	Liquid	35%
	0 REOZJC	John Deere	500 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 REOZVC	Volvo	500 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	37%
	0 REOZVB	Volvo	550 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	37%
	0 REOZVB	Volvo	600 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	37%
	0 KD800	Kohler Diesel	800 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD900	Kohler Diesel	900 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD1000	Kohler Diesel	1000 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD1250-A	Kohler Diesel	1250 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD1250-4	Kohler Diesel	1250 kW KD Series Diesel Genset, T4 Certified	60 Hz	3-Phase	Diesel	Tier 4	Liquid	38%
	0 KD1500	Kohler Diesel	1500 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD1600	Kohler Diesel	1600 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD1750	Kohler Diesel	1750 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD2000	Kohler Diesel	2000 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	35%
	0 KD2250	Kohler Diesel	2250 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	35%
	0 KD2500	Kohler Diesel	2500 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	35%
	0 KD2500-4	Kohler Diesel	2500 kW KD Series Diesel Genset, T4 Certified	60 Hz	3-Phase	Diesel	Tier 4	Liquid	38%
	0 KD2800	Kohler Diesel	2800 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD3000	Kohler Diesel	3000 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD3250	Kohler Diesel	3250 kW KD Series Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	38%
	0 KD3250-4	Kohler Diesel	3250 kW KD Series Diesel Genset, T4 Certified	60 Hz	3-Phase	Diesel	Tier 4	Liquid	38%
	0 KD3500	Kohler Diesel	3500 kW KD Series Diesel Genset	60 Hz	3-Phase, Medium Voltage	Diesel	Tier 2	Liquid	38%
4000	0 KD4000	Kohler Diesel	4000 kW KD Series Diesel Genset	60 Hz	3-Phase, Medium Voltage	Diesel	Tier 2	Liquid	38%
750	0 REOZMD	Mitsubishi	750kw Diesel Genset	60Hz	3-Phase	Diesel	Tier 2	Liquid	40%
1250	0 REOZMD	Mitsubishi	1250 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	40%
1600	0 REOZMD	Mitsubishi	1500 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	40%
	0 REOZMD	Mitsubishi	1750 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	40%
	0 REOZMD	Mitsubishi	2000 kW Diesel Genset	60 Hz	3-Phase	Diesel	Tier 2	Liquid	40%

kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	NJPA Member Discount
	REZXB		250 kW Genset NG/LP	60 Hz	1 Phase or 3 Phase				35%
		Doosan/PSI				LP/NG	Yes	Liquid	
	REZXC/D	Doosan/PSI	300KW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
300	REZXD	Doosan/PSI	300 kW Genset NG/LP	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
350	REZXD	Doosan/PSI	350 kW Genset NG/LP	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
400	REZXD	Doosan/PSI	400 kW Genset NG/LP	60 Hz	3-Phase	LP/NG	Yes	Liquid	40%
450	REZXD	Doosan/PSI	450 KW Genset NG only	60 Hz	3-Phase	NG only	Yes	Liquid	40%
500	REZXD	Doosan/PSI	500 KW Genset NG only	60 Hz	3-Phase	NG only	Yes	Liquid	40%

ATS - Aut	omatic Transfer Sw	itches - Industrial		
				NJPA
Model	AMPS	Mechanism	Transition	Member Discount
KSS	40-1000A	Standard	<del>Open</del>	<del>30%</del>
KSSB	30-1200A	Standard	Open	30%
KCS	30-4000A	Standard	Open	30%
KCP	150-4000A	Standard	Programmed	30%
KCC	150-4000A	Standard	Closed	30%
KBS	150-4000A	Bypass Isolation-M	Open	30%
KBP	150-4000A		Programmed	30%
KBC	150-4000A	Bypass Isolation-M	Closed	30%
KAS	150-600A	Bypass Isolation-E	Open	30%
KAP	150-600A	Bypass Isolation-E	Programmed	30%
KGS	150-1200A	Bypass Isolation	<del>Open</del>	<del>30%</del>
KGP	150-1200A	Bypass Isolation	Programmed	<del>30%</del>
KEP	100-4000A	Bypass Isolation	Programmed	30%

### Switchgea

Similar to Industrial Generators, due to customized nature of every project, it is not possible to provide a standard price list. However NJPA members will receive a 15% discount off configured list price.

15%

									NJPA
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	Member Discount
25 C	CCL	Kohler	25 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	38%
30 C	CCL	Kohler	30 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	38%
36 C	CCL	Kohler	36 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	38%
40 K	(G	Kohler	40 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
45 K	(G	Kohler	45 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
50 K	(G	Kohler	50 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
60 K	(G	Kohler	60 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
80 K	(G	Kohler	80 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
100 K	(G	Kohler	100 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
125 K	(G	Kohler	125 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
150 K	(G	Kohler	150 KW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
180 K	(G	Kohler	180 KW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
200 K	(G	Kohler	2000 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid	40%
									NJPA
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	Member Discount
35 R	REOZT4	Kohler Diesel	35 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	30%
45 R	REOZT4	Kohler Diesel	45 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	30%
55 R	REOZT4	Kohler Diesel	55 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	30%
90 R	REOZT4	John Deere	90 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	30%
120 R	REOZT4	John Deere	120 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	30%
145 R	REOZT4	John Deere	145 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	30%
175 D	REOZT4	John Deere	175 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid	30%
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esidentia	al Generators								
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	NJPA Member Discount (off MSRP)
6	VSG	Kohler	6 kW L.P./N.G. Genset 24V DC	Variable Speed	Direct Current	LP/NG	Yes	Air	5%
6	VSG	Kohler	6 kW L.P./N.G. Genset 36V DC	Variable Speed	Direct Current	LP/NG	Yes	Air	5%
6	VSG	Kohler	6 kW L.P./N.G. Genset 48V DC	Variable Speed	Direct Current	LP/NG	Yes	Air	5%
6	VSG	Kohler	6 kW L.P./N.G. Genset 48V DC, Oil Makeup Kit	Variable Speed	Direct Current	LP/NG	Yes	Air	5%
6	VSG	Kohler	6 kW L.P./N.G. Genset 48V DC, Oil Makeup Kit, Comm Kit	Variable Speed	Direct Current	LP/NG	Yes	Air	5%
10	RESV	Kohler	Residential Genset, 10kW Nat Gas or LPG, UL	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
10	RESV	Kohler	Residential Genset, 10kW Nat Gas or LPG, CSA	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
10	RESVL	Kohler	Residential Genset, 10kW Nat Gas or LPG,RXT 100 Amp, LC-12 spaces, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
12	RES	Kohler	Residential Genset, 12kW Nat Gas or LPG, UL/CSA	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
12	RESV	Kohler	Residential Genset, 12kW Nat Gas or LPG, UL	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
12	RESV	Kohler	Residential Genset, 12kW Nat Gas or LPG, CSA	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
12	RESVL	Kohler	Residential Genset, 12kW Nat Gas or LPG,RXT 100 Amp, LC-12 spaces, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, RXT 100 Amp, LC, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, RXT 200 Amp, SE, Load Shed, NEMA 3R	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, UL	60 Hz	1 Phase	LP/NG	Yes	Air	5%
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA	60 Hz	1 Phase	LP/NG	Yes	Air	5%
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 208V, cUL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	5%
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	5%
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 480V, cUL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	5%
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, UL (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	5%
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	5%
	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 208V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	5%
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	5%
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 480V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	5%
14	RCAL	Kohler	Residential Genset, 14kW Nat Gas or LPG,RXT 100 Amp, LC-16 spaces, NEMA1 (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
14	RCAL	Kohler	Residential Genset, 14kW Nat Gas or LPG,RXT 200 Amp, SELS (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
20	RESCL	Kohler	Residential Genset, 20kW Nat Gas or LPG, RXT 100 Amp, LC, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%

20 RESCL	Kohler	Residential Genset, 20kW Nat Gas or LPG, RXT 200 Amp, SE, Load Shed Kit, NEMA 3R	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
20 RESC	Kohler	Residential Genset 20kW Nat Gas or LPG, 240V UI	60 Hz	1 Phase	I P/NG	Yes	Air	5%
20 RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, CSA & GOST approved	60 Hz	1 Phase	LP/NG	Yes	Air	5%
20 RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG		Air	5%
						Yes		
20 RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20 RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20 RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	5%
20 RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	5%
20 RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 208V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	5%
						1		
20 RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20 RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 480V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20 RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG,RXT 100 Amp, LC-16 spaces, NEMA1 (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
20 RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG,RXT 200 Amp, SELS (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
24 RCL/A	Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
24 RCL/A	Kohler	Residential Genset, 24kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
24 RCL/A	Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
24 RCL/A	Kohler	Residential Genset, 24kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
30 RCL/A	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
30 RCL/A	Kohler	Residential Genset, 30kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	I P/NG	Yes	Liquid	5%
30 RCL/A	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
30 RCL/A	Kohler	Residential Genset, 30kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
38 RCLB/C	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
38 RCLB/C	Kohler	Residential Genset, 38kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
38 RCLB/C	Kohler	Residential Genset, 38kW Nat Gas of LPG, 200V, UL, CSA	60 Hz	3 Phase	LP/NG LP/NG	Yes		5%
							Liquid	
38 RCLB/C	Kohler	Residential Genset, 38kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
48 RCLB/C	Kohler	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
48 RCLB/C	Kohler	Residential Genset, 48kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
48 RCI B/C	Kohler	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
					21 /110			
48 RCLB/C	Kohler	Residential Genset, 48kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
60 RCLA/B	Kohler	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
60 RCLA/B	Kohler	Residential Genset, 60kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
60 RCLA/B	Kohler	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	I P/NG	Yes	Liquid	5%
60 RCLA/B	Kohler	Residential Genset, 60kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
					21 /110			
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl.	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	I P/NG	Yes	Liquid	5%
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
							<del></del>	
80 KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
100 KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
100 KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl.	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
100 KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure	00.11		1.0010		Liquid	5%
				3 Phace				
			60 Hz	3 Phase	LP/NG	Yes		
100 KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
100 KGR 100 KGR	Kohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure	60 Hz 60 Hz	3 Phase 3 Phase	LP/NG LP/NG	Yes Yes		5% 5%
100 KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
100 KGR 100 KGR 125 KGR	Kohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 490V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz 60 Hz	3 Phase 3 Phase 1 Phase	LP/NG LP/NG	Yes Yes Yes	Liquid Liquid Liquid	5% 5%
100 KGR 100 KGR 125 KGR 125 KGR	Kohler Kohler Kohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl.	60 Hz 60 Hz 60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase	LP/NG LP/NG LP/NG LP/NG	Yes Yes Yes Yes	Liquid Liquid Liquid Liquid Liquid	5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 125 KGR 125 KGR	Kohler Kohler Kohler Kohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 200V, UL, CSA, Steel Enclosure	60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 3 Phase	LP/NG LP/NG LP/NG LP/NG LP/NG	Yes Yes Yes Yes Yes	Liquid Liquid Liquid Liquid Liquid Liquid	5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR	Kohler Kohler Kohler Kohler Kohler Kohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase	LP/NG LP/NG LP/NG LP/NG LP/NG LP/NG LP/NG	Yes Yes Yes Yes Yes Yes Yes Yes	Liquid Liquid Liquid Liquid Liquid Liquid Liquid	5% 5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 125 KGR 125 KGR	Kohler Kohler Kohler Kohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 200V, UL, CSA, Steel Enclosure	60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 3 Phase	LP/NG LP/NG LP/NG LP/NG LP/NG	Yes Yes Yes Yes Yes	Liquid Liquid Liquid Liquid Liquid Liquid	5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR	Kohler Kohler Kohler Kohler Kohler Kohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase	LP/NG LP/NG LP/NG LP/NG LP/NG LP/NG LP/NG	Yes Yes Yes Yes Yes Yes Yes Yes	Liquid Liquid Liquid Liquid Liquid Liquid Liquid	5% 5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR	Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 420V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl, Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 480V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 260V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 260V, UL, CSA, Steel Enclosure	60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase	LP/NG	Yes	Liquid Liquid Liquid Liquid Liquid Liquid Liquid Liquid	5% 5% 5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 1450 ERESC 1450 ERESC	Kohler FSH	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 260V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 480V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure	60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 4 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 150 ERESC 150 ERESC	Kohler Rohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 480V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 5 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 1450 ERESC 140 ERESC 140 ERESC 140 ERESC	Kohler Sohler PSI PSI PSI PSI	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 400V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl, Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 5 Phase 5 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 150 ERESC 150 ERESC	Kohler Rohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 480V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 5 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 125 KGR 126 KGR 126 KGR 127 KGR 128 KGR 129 KGR 1490 ERESC 1490 ERESC 1490 ERESC 1490 ERESC 1490 ERESC	Kohler Fohler Kohler Fohler Fo	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 3 Phase 4 Phase 3 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5%
100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 129 KGR 1490 ERESC	Kohler PSI PSI PSI PSI Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 7 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 140 ERESC 140 ERESC 140 ERESC 140 ERESC 150 KGR 150 KGR	Kohler BSL PSL PSL PSL PSL Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 20V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 7 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KESC 140 ERESC 140 ERESC 140 ERESC 150 KGR 150 KGR 150 KGR	Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Sohler Kohler PSI PSI PSI Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 149 ERESC 149 ERESC 149 ERESC 149 ERESC 150 KGR 150 KGR 150 KGR	Kohler E Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase 3 Phase 1 Phase 3 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KESC 140 ERESC 140 ERESC 140 ERESC 150 KGR 150 KGR 150 KGR	Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Sohler Kohler PSI PSI PSI Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 140 ERESC 140 ERESC 140 ERESC 150 KGR 150 KGR 150 KGR 150 KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase 3 Phase 1 Phase 3 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 149 ERESC 149 ERESC 149 ERESC 150 KGR 150 KGR 150 KGR	Kohler E Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase 3 Phase 1 Phase 3 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 149 ERESC 149 ERESC 149 ERESC 149 ERESC 150 KGR 150 KGR 150 KGR 150 KGR 150 KGR	Kohler PSI PSI PSI PSI PSI Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl. Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 20V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 1 Phase 1 Phase 1 Phase 3 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 1450 ERESC 1450	Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Soliter Kohler Soliter Soliter Soliter Kohler Soliter Switches - Residential	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 105kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase 1 Phase 3 Phase 1 Phase 3 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 140 ERESC 14	Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler FSI PSI PSI PSI Kohler Kohler Kohler Kohler Kohler Kohler Kohler Mohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 1 Phase 1 Phase 1 Phase 3 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 1450 ERESC 1450	Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Soliter Kohler Soliter Soliter Soliter Kohler Soliter Switches - Residential	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 105kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 1 Phase 1 Phase 1 Phase 3 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 140 ERESC 14	Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler FSI PSI PSI PSI Kohler Kohler Kohler Kohler Kohler Kohler Kohler Mohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 1 Phase 1 Phase 1 Phase 3 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 126 KGR 127 KGR 128 KGR 129 KGR 130 KGR 140 KGR 150 KGR	Kohler Sel PSI PSI PSI PSI PSI PSI Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Kohler Model MODELRXT MODELRXT	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 3 Phase 5 Phase 7 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 140 ERESC 150 KGR	Kohler PSI PSI PSI PSI Kohler Kohler Kohler Kohler Mohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 420V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 20V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Gen	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 3 Phase 5 Phase 5 Phase 7 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 129 KGR 149 ERESC 149 KGR 150 KGR	Kohler Sel PSI PSI PSI PSI PSI PSI Kohler MODELRXT MODELRXT MODELRXT MODELRXT	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 70 Hz 80 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 3 Phase 5 Phase 7 Phase 1 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 140 ERESC 150 KGR	Kohler PSI PSI PSI PSI Kohler Kohler Kohler Kohler Mohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 420V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 20V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Gen	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 3 Phase 5 Phase 5 Phase 7 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 140 KGR 150 KGR 15	Kohler PSI PSI PSI PSI PSI PSI PSI Mohler Kohler Ko	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 7 Phase 1 Phase	LP/NG	Yes	Liquid	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KG	Kohler PSI PSI PSI PSI Kohler Kohler Kohler Mohler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 105kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Otto Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Otto Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Otto Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Otto Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Otto Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Otto Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Otto Enclosure Residential Gen	60 Hz 70 Hz 80 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 1 Phase 1 Phase 5 Phase 3 Phase 3 Phase 3 Phase 4 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 130 KGR 140 KGR 150 KG	Kohler Solder Kohler Kohler Solder Kohler MODELRXT	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 3 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 140 ERESC 140 ERESC 140 ERESC 150 KGR 150 KG	Kohler PSI PSI PSI PSI PSI Kohler Kohler Kohler Kohler Kohler Kohler Mohler Kohler Koh	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas,	60 Hz 240 Hz 240 V	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 129 KGR 130 KGR 140 ERESC 140 ERESC 140 ERESC 140 ERESC 140 ERESC 140 KGR 150	Kohler Sel PSI PSI PSI PSI PSI PSI PSI PSI Mohler Kohler MODELRXT	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 40 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 5 Phase 7 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 ERESC 140 ERESC 140 ERESC 140 ERESC 150 KGR 150 KG	Kohler PSI PSI PSI PSI PSI Kohler Kohler Kohler Kohler Kohler Kohler Mohler Kohler Koh	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, ORD STEEL Enclosure Residential Genset, 150kW Nat Gas,	60 Hz 240 Hz 240 V	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 130 KGR 140 ERESC 140 ERES	Kohler PSI PSI PSI PSI PSI PSI PSI Mohler Kohler MODELRXT	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 20V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 280V, UL, CSA, Steel Enclosure	60 Hz 400 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 100 KGR 125 KG	Kohler Ko	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 105kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 70 Hz 80 Hz 90 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 129 KGR 130 KGR 140 ERESC 140 KGR 150 KG	Kohler PSI PSI PSI PSI PSI PSI PSI PSI PSI Mohler Kohler K	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Gense	60 Hz 240 V	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 100 KGR 125 KG	Kohler PSI PSI PSI PSI Kohler Kohler Kohler Mobeler Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 105kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz 240 Hz 240 V	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 7 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 129 KGR 130 KGR 140 ERESC 140 KGR 150 KG	Kohler PSI PSI PSI PSI PSI PSI PSI PSI PSI Mohler Kohler K	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Gense	60 Hz 240 V	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 130 KGR 140 ERESC 140 ERESC 140 ERESC 140 ERESC 140 KGR 150 KG	Kohler PSI PSI PSI PSI PSI PSI PSI PSI PSI Mohler Kohler K	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Resident	60 Hz 40 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 3 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 130 KGR 140 ERESC 140 ERES	Kohler PSI PSI PSI PSI PSI PSI PSI PSI PSI Mohler Kohler K	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residentia	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 100 KGR 125 KG	Kohler Bi PSI PSI PSI PSI Kohler Kohl	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclo	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 130 KGR 140 ERESC 140 KGR 150 KG	Kohler Solder Kohler Ko	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Resident	60 Hz 400 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 127 KGR 128 KGR 128 KGR 129 KG	Kohler PSI PSI PSI PSI PSI Kohler Kohler Kohler Model MODELRYT	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 105kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Gas	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 128 KGR 129 KGR 129 KGR 130 KGR 140 ERESC 140 KGR 150 KG	Kohler Solder Solder Solder Solder Solder Solder Solder Solder Solder Kohler Ko	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Muminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Resident	60 Hz 400 Hz 60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5
100 KGR 100 KGR 100 KGR 100 KGR 100 KGR 125 KGR 126 KGR 127 KGR 127 KGR 128 KGR 128 KGR 129 KG	Kohler PSI PSI PSI PSI PSI Kohler Kohler Kohler Model MODELRYT	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 105kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 280V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Gas	60 Hz	3 Phase 3 Phase 1 Phase 1 Phase 1 Phase 3 Phase 3 Phase 3 Phase 4 Phase 4 Phase 4 Phase 5 Phase 5 Phase 5 Phase 1 Phase	LP/NG	Yes	Liquid Li	5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5

200 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	480V	3 Phase	3 Pole	NEMA 3R	w/o Load center	5%
400 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	208V	3 Phase	3 Pole	NEMA 3R	w/o Load center	5%
400 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	240V	3 Phase	3 Pole	NEMA 3R	w/o Load center	5%
400 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	480V	3 Phase	3 Pole	NEMA 3R	w/o Load center	5%
100 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	208V	3 Phase	4 Pole	NEMA 3R	w/o Load center	5%
100 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	240V	3 Phase	4 Pole	NEMA 3R	w/o Load center	5%
100 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	480V	3 Phase	4 Pole	NEMA 3R	w/o Load center	5%
200 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	208V	3 Phase	4 Pole	NEMA 3R	w/o Load center	5%
200 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	240V	3 Phase	4 Pole	NEMA 3R	w/o Load center	5%
200 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	480V	3 Phase	4 Pole	NEMA 3R	w/o Load center	5%
400 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	208V	3 Phase	4 Pole	NEMA 3R	w/o Load center	5%
400 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	240V	3 Phase	4 Pole	NEMA 3R	w/o Load center	5%
400 ATS	MODELRXT	Alum. Enclosure w/UL Cert.	480V	3 Phase	4 Pole	NEMA 3R	w/o Load center	5%
100 ATS	MODELRDT	Steel Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 1	w/o load center	5%
200 ATS	MODELRDT	Steel Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	1-	2 Pole	NEMA 1	w/o load center	5%
400 ATS	MODELRDT	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 1	w/o load center	5%
100 ATS	MODELRDT	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 1	w/ load center	5%
100 ATS	MODELRDT	Steel Enclosure w/UL Certification	240V	1-	2 Pole	NEMA 1	w/ load center	5%
200 ATS	MODELRDT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	w/o load center	5%
400 ATS	MODELRDT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	w/o load center	5%
100 ATS	MODELRDT	Aluminum Enclosure w/UL Certification	240V	1-	2 Pole	NEMA 3R	w/ load center	5%
200 ATS	MODELRDT	Aluminum Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	w/ load center	5%
200 ATS	MODELRDT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	service entrance rated	5%
400 ATS	MODELRDT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	1-	2 Pole	NEMA 3R	service entrance rated	5%
200 ATS	MODELRDT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	service entrance rated w/load center	5%
100 ATS	MODELRDT	Aluminum Enclosure w/CSA Certification	240V	-	2 Pole	NEMA 3R	w/o load center	5%
100 ATS	MODELRDT	Aluminum Enclosure w/CSA Certification	240V	1-	2 Pole	NEMA 3R	w/o load center	5%
200 ATS	MODELRDT	Aluminum Enclosure w/CSA Certification	240V	1-	2 Pole	NEMA 3R	w/o load center	5%
400 ATS	MODELRDT	Aluminum Enclosure w/CSA Certification	240V	-	2 Pole	NEMA 3R	w/o load center	5%
600 ATS	MODELKEP	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	service entrance rated, MPAC1500	5%
800 ATS	MODELKEP	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	service entrance rated, MPAC1500	5%
600 ATS	MODELKSS	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	MPAC 750	<del>5%</del>
600 ATS	MODELKSS	Steel Enclosure w/UL Certification	208V	-	3 Pole	NEMA 3R	MPAC 750	5%
800 ATS	MODELKSS	Steel Enclosure w/UL Certification	240V	-	3 Pole	NEMA 3R	MPAC-750	5%
800 ATS	MODELKSS	Steel Enclosure w/UL Certification	208V	-	3 Pole	NEMA 3R	MPAC 750	5%

Portable	Generators								
									NJPA
									Member Discount off
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	MSRP
1.8	enCube 1.8	Inverter/Solar	1440w continuous, 1800w maximum	60HZ	1 Phase + 5/12vdc	SUN	NA	NA	10%
g	PRO90	Kohler CH440	9.0kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	Gas (NG/LP Cap.)	Yes & CARB	Air	10%
g	PRO90E	Kohler CH440	9.0kW Portable Gasoline Genset, Electric Start, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	Gas (NG/LP Cap.)	Yes & CARB	Air	10%
6.4	PRO64	Kohler CH395	6.4kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	Gas (NG/LP Cap.)	Yes & CARB	Air	10%
6.4	PRO64E	Kohler CH395	5.0kW Portable Gasoline Genset, Electric Start, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	Gas (NG/LP Cap.)	Yes & CARB	Air	10%
5	PRO50	Kohler	5.0kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	Gas (NG/LP Cap.)	Yes & CARB	Air	10%
12.3	PRO12.3EFI	Kohler ECH650	12.3kW Portable Gasoline Genset, Electric Start	60 Hz	1 Phase or 3 Phase	Gasoline	Yes & CARB	Air	<del>10%</del>

Portable	Pumps									
										NJPA
										Member Discount off
Size	Model	Engine	Short Description	Hz	. P	hase	Fuel Type	EPA Cert.	Cooling	MSRP
2"	WP20	Kohler CH395	2 inch Water pump	60	Hz 1	Phase or 3 Phase	Gasoline	Yes	Air	10%

Sourced Goods via Local Authorized Kohler Distributors	
	Sourcewell Member Discount off Distributor List Price
Freight	5%
Start-up & Training	5%
Rental Rates	5%
Used Kohler Equipment	5%
Kohler Parts	5%
Custom Tanks & Enclosures	5%
Custom ATSs	5%
Preventitive Maintenance Agreements/Service (all brands)	5%
Installation by contractors (turn-key)	5%

# DISTRIBUTOR DIRECTORY **Industrial / Mobile Generators North America**





# **NORTH AMERICAN DISTRIBUTORS**

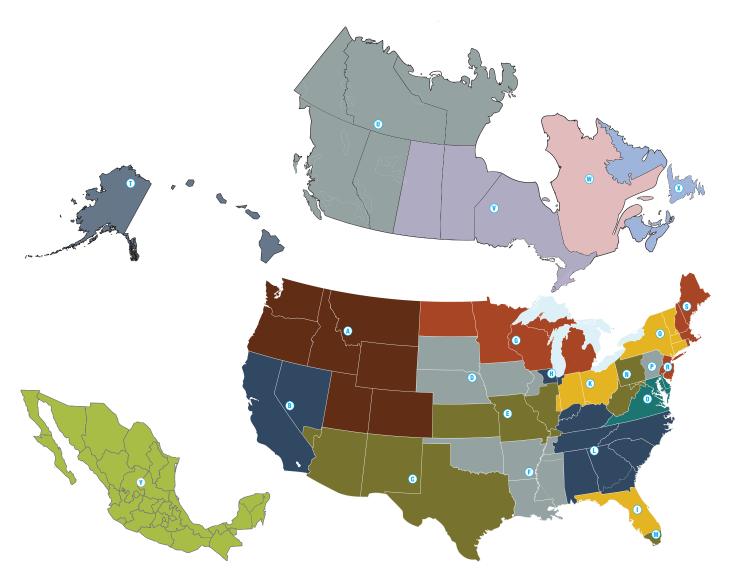
The service and support you need.

# **UNITED STATES**

ISTRIBUTOR	ADDRESS	CITY	STATE	ZIP CODE	PHONE	WEBSITE	
	860 Lawson Avenue	City of Industry	California	91748	1 (866) 938-8200		
BAY CITY ELECTRIC WORKS	322 Lindbergh Avenue	Livermore	California	94551	1 (866) 938-8200	bcew.com	
	13625 Danielson Street	Poway	California	92064	1 (866) 938-8200		
	1707 S. Franklin Road	Indianapolis	Indiana	46239	1 (317) 271-9661		
	6850 Commerce Court Drive	Blacklick	Ohio	43004	1 (614) 861-6000		
UCKEYE POWER SALES CO., INC.	8155 Howe Industrial Parkway	Canal Winchester	Ohio	43110	1 (614) 751-4515	buckeyepowersales.com	
	8465 Tower Drive	Twinsburg	Ohio	44087	1 (330) 425-9165		
	4992 Rialto Road	West Chester	Ohio	45069	1 (513) 755-2323		
	9910 Lakeview Avenue	Lenexa	Kansas	66219	. ,		
					1 (913) 213-5600		
K POWER	1100 Research Boulevard	Saint Louis	Missouri	63132	1 (314) 868-8620	ckpower.com	
	2630 North Westgate Avenue, Suite B	Springfield	Missouri	65803	1 (417) 755-7270		
	42 Cindy Lane	Ocean	New Jersey	07712	1 (732) 774-1058		
OOPER POWER SYSTEMS	402 Bloomfield Avenue	West Berlin	New Jersey	08091	1 (856) 719-1100	coopergenerators.com	
	70 Marcus Boulevard	Hauppauge	New York	11788	1 (631) 478-6230		
	206 East 5th Street	Davenport	Iowa	52801	1 (888) 323-2214		
ECTRICAL ENGINEERING	1808 Delaware Avenue	Des Moines	Iowa	50317	1 (515) 266-8890		
EQUIPMENT CO.	7402 L Street	Omaha	Nebraska	68127	1 (402) 342-3050	3e-co.com	
	12080 JB Road	Summerset	South Dakota	57718	1 (605) 490-1947		
	25600 Business Park Drive	Seaford	Delaware	19973	1 (302) 536-7655		
	25 Loveton Circle	Sparks	Maryland	21152	1 (410) 771-9400	Cala Decrease 1	
DELITY POWER SYSTEMS	2526 Turkey Creek Road	Oilville	Virginia	23129	1 (804) 749-8600	fidelityengineering.con	
	5571 Hollins Road	Roanoke	Virginia	24012	1 (540) 265-2999		
	7432 Alban Station Road, Suite 105	Springfield	Virginia	22150	1 (703) 440-8730		
	14 Connecticut South Drive	East Granby	Connecticut	06026	1 (860) 844-6100		
	60 Loudonville Road	Albany	New York	12204	1 (518) 458-8614		
INSLEY POWER SYSTEMS	310 Guinea Road	Brewster	New York	10509	1 (914) 218-9940	kinsleypower.com	
	6200 East Molley Road	East Syracuse	New York	13057	1 (315) 455-8440	· ·	
	2205 Kenmore Avenue, Suite 104	Tonawanda	New York	14207	1 (716) 876-2324		
RAFT POWER CORPORATION	199 Wildwood Avenue	Woburn	Massachusetts	01801	1 (781) 938-9100	kraftpower.com	
HAIT FOWER CONFORMION	2111 East Highland Avenue, Suite 255	Phoenix	Arizona	85016	1 (602) 272-9466	Kranpower.com	
	,						
	12 North 45th Avenue	Phoenix	Arizona	85043	1 (602) 272-9466		
OFTIN EQUIPMENT COMPANY	1241 Universal City Boulevard	Universal City	Texas	78148	1 (210) 881-1623	loftinequip.com	
	6113 Brittmoore Road	Houston	Texas	77041	1 (281) 310-6858		
	5204 Bear Creek Court	Irving	Texas	75061	1 (214) 237-4566		
	1440 Lakes Parkway, Suite 600	Lawrenceville	Georgia	30043	1 (770) 448-6687		
	11910 Carrier Court	Louisville	Kentucky	40299	1 (502) 267-0474		
	3101 Yorkmount Road, Suite 100	Charlotte	North Carolina	28208	1 (704) 588-1043		
IXON POWER SERVICES	3821 Commerce Park Drive	Raleigh	North Carolina	27610	1 (919) 279-9191	nixonpower.com	
	5038 Thoroughbred Lane	Brentwood	Tennessee	37027	1 (615) 309-5823		
		Blountville	Tennessee	37617	1 (423) 279-0357		
	1612 Highway 75						
	1515 JP Hennessy Drive	La Vergne	Tennessee	37086	1 (615) 244-0650		
ALCO	2351 Mount Pleasant Road	Norvelt	Pennsylvania	15674	1 (724) 424-3900	palcogenerators.com	
1200	2 Wall Street	Winfield	West Virginia	25213	1 (304) 586-3838	paroogenerators.com	
OWER DEPOT INC.	3553 Northwest 78th Avenue	Miami	Florida	33122	1 (305) 592-7100	powerdepot.com	
	432 Warren Avenue	Portland	Maine	04103	1 (207) 797-5188		
OWER PRODUCTS SYSTEMS, LLC	90 Bay State Road	Wakefield	Massachusetts	01880	1 (781) 246-1811	powerprodsys.com	
	3233 Oakland Street	Aurora	Colorado	80010	1 (303) 360-7110		
	4499 Market Street	Boise	Idaho	83705	1 (208) 342-6541		
OWED OVOTENO !::===	6110 North Cutter Circle						
OWER SYSTEMS WEST		Portland	Oregon	97217	1 (503) 224-3623	powersystemswest.co	
	3738 West 2340 South, Suite E	Salt Lake City	Utah	84120	1 (801) 886-1424		
	2004 48th Avenue, Court E	Fife	Washington	98424	1 (253) 517-1701		
	7777 North Shore Place	North Little Rock	Arkansas	72118	1 (501) 568-3000		
D DOWED I I O	14615 Metro Plaza Boulevard	Edmond	Oklahoma	73013	1 (501) 568-3000		
P POWER LLC	1111 North 105 East Avenue	Tulsa	Oklahoma	74116	1 (918) 960-6000	rppower.com	
	10100 Vista Cove	Olive Branch	Mississippi	38654	1 (901) 386-4933		
TEINER ELECTRIC COMPANY	1275 Touhy Avenue	Elk Grove Village	Illinois	60007	1 (847) 956-3098	steinerelectric.com	
	10520 Busch Boulevard	Jacksonville	Florida	32218	1 (904) 696-8644		
	4372 LB McLeod Boulevard	Orlando	Florida	32811	1 (407) 855-0974		
AW POWER SYSTEMS						tawps.com	
	1500 NW 15th Avenue	Pompano Beach	Florida	33069	1 (954) 977-0202		
	6312 78th Street	Riverview	Florida	33578	1 (813) 840-3500		
	4324 Airlane Drive Southeast, Suite B	Grand Rapids	Michigan	49512	1 (888) 548-1400		
	29905 Anthony Drive	Wixom	Michigan	48393	1 (248) 624-7230		
OTAL ENERGY SYSTEMS	9330 James Ave S	Bloomington	Minnesota	55431	1 (888) 548-1400	totalenergysystems.co	
	2211 American Boulevard	De Pere	Wisconsin	54115	1 (888) 548-1400		
		Milwaukee	Wisconsin	53224	1 (888) 548-1400		
	8525 North 87th Street	Milwaukee	VVISCUIISIII				
/INTER ENGINE-GENERATOR	8525 North 87th Street 715 Vogelsong Road	York	Pennsylvania	17404	1 (717) 848-3777	winterenggen.com	

# **CANADA/MEXICO/PUERTO RICO**

DISTRIBUTOR	ADDRESS	CITY	PROVINCE	COUNTRY	ZIP CODE	PHONE	WEBSITE
	10547 - 42 Street S.E.	Calgary	Alberta	Canada	T2C 5B9	1 (403) 720-3735	
FRONTIER POWER	9204 37th Avenue	Edmonton	Alberta	Canada	T6E 5L4	1 (780) 455-2260	frontierpower.com
PRODUCTS, LTD.	7983 Progress Way	Delta	British Columbia	Canada	V4G 1A3	1 (604) 946-5531	
	420 Wilsey Rd.	Fredricton	New Brunswick	Canada	E3B 6E9	1 (506) 444-0344	
SANSOM EQUIPMENT LTD.	63 A Oleary Avenue	St Johns	Newfoundland	Canada	A1B 2C9	1 (709) 726-4344	sansom.ca
	100 Upham Drive	Truro	Nova Scotia	Canada	B2N 6W8	1 (902) 895-2885	
DRUMCO ENERGY INC.	4825 Route 139	Drummondville	Quebec	Canada	J2A 4E5	1 (819) 850-0093	drumcoenergy.ca
DDITOUADD DOWED OVOTEMO	100 Otter Street	Winnipeg	Manitoba	Canada	R3T 0M8	1 (204) 474-5909	Ala a muita la a u al a u a a a a a
PRITCHARD POWER SYSTEMS	5159 Bradco Boulevard	Mississauga	Ontario	Canada	L4W 2A6	1 (204) 474-5909	thepritchardgroup.com
COMERCIALIZADORA GENERATA,	Avenida de las Fuentes 33, Piso 5	Tecamachalco		Mexico	53950	52(55) 5519-0777	generata.com
S.A. DE C.V.		Naucalpan					
MILLENNIUM POWER SYSTEMS	Carr 734, Km 6.2 Bo Arenas Street	Cidra		Puerto Rico	00739	1 (787) 738-7726	frontierpower.com
AKM MANUFACTURING INC.	#418 Calle A Suite 1	San Juan		Puerto Rico	00920	1 (787) 620-4950	akmmfg.com
CASCO SALES CO. INC.	Carr 865, Km 5.6, Barrio Candelaria	Toa Baja		Puerto Rico	00962	1 (787) 788-8383	cascosales.com



## **UNITED STATES**

- POWER SYSTEMS WEST
- BAY CITY ELECTRIC
- LOFTIN EQUIPMENT
- ELECTRICAL ENGINEERING & EQUIPMENT CO
- CK POWER
- RP POWER
- TOTAL ENERGY SYSTEMS
- STEINER ELECTRIC
- TAW POWER SYSTEMS
- K BUCKEYE POWER SALES
- NIXON POWER SERVICES
- (DUAL) TAW/POWER DEPOT
- PALCO
- 0 FIDELITY POWER SYSTEMS
- WINTER ENGINE
- KINSLEY POWER SYSTEMS
- (DUAL) COOPER/KINSLEY POWER SYSTEMS (DUAL) - KRAFT/POWER PRODUCTS SYSTEMS
- CONTACT KOHLER CO. 800-544-2444

### **CANADA**

- U FRONTIER POWER PRODUCTS LTD.
- PRITCHARD POWER SYSTEMS
- W DRUMCO ENERGY, INC.
- X SANSOM EQUIPMENT LTD.

### **MEXICO**

Y COMERCIALIZADORA GENERATA



North America 800.544.2444

**KOHLERPOWER.COM** 

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# AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

# **Submitted by:**

Cassie Boatwright, Real Estate Asset Management Dept

# **Sponsored by:**

Councilmember Carroll and Mayor Stimpson

# **Purpose and Scope of Project:**

To provide consultant services for the Mobile Riverfront Redevelopment Project

# **Amount of Contract:**

\$766,895.00

# **Funding Source**

Project # Mobile Riverfront Redevelopment Project -

Professional Services Contract/consulting services **Discretionary Funds** 

PR-029

Project String GRANT: G-GOMESA (Gulf of

Mexico Energy Security Act)

**Contract Number:** 

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

**Grant Funds Matching Funds** 

# **ATTACHMENTS:**

Description Type Upload Date

Cover Memo 6/1/2022

PR-029-22 Mobile Riverfront Redevelopment Project - Professional Services Contract for consulting services

# **REVIEWERS:**

Department Reviewer Action Date

Real Estate

6/2/2022 - 10:28 Boatwright, Cassie Approved Asset

AMManagement

6/2/2022 - 1:21

Accounting	Christian, Rebecca	Approved	PM
Legal	Kern, Chris	Approved	6/2/2022 - 1:27 PM
Legal	Kern, Chris	Approved	6/2/2022 - 1:27 PM
Mayors Office	Montgomery, Brandi	Approved	6/2/2022 - 3:01 PM

RESOLUTION

2022

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:

MOFFATT & NICHOL, INC.

Project Name:

MOBILE RIVERFRONT REDEVELOPMENT PROJECT

Project Number:

PR-029-22

Amount:

\$766,895.00

(GRANT: G-GOMESA)

Adopted:

City Clerk

CONTRACT#

# **GRANT SUMMARY SHEET**

PROJECT NAME: PROFESSIONAL SERVICE CONTRACT MOBILE RIVERFRONT
REDEVELOPMENT PROJECT
REAL ESTATE ASSET MANAGEMENT PROJECT #: PR-029-22
GRANT PROJECT #:G-GOMESA
DATE OF RECEIPT:
PROJECT DESCRIPTION:TO PROVIDE GEOTECHNICAL INVESTMENT, EXISTING
BULKHEAD ASSESSMENT, TOPOGRAPHIC & BATHYMETRIC SURVEYS, & OTHER
SERVICES PROVIDED BY GO MESA FUNDING FOR THE MOBILE RIVERFRONT
REDEVELOPMENT PROJECT.
CONTRACT AMOUNT:\$766,895.00
VENDOR NAME: MOFFATT & NICHOL, INC.
VENDOR NUMBER: 294312
DEPT #:3030 DEPT NAME:REAL ESTATE ASSET MANAGEMENT
CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT, DIRECTOR OF REAM
Please Select by circling one (Type):
Architectural Engineering Testing Professional Services
Construction (Unit Price)* Construction** Non Contractual Performance
RETAINAGE INFORMATION: N/A
SHOULD RETAINAGE BE WITHHELD? Y $\overline{\textbf{N}}$ ; 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: 6/01/2022

### STATE OF ALABAMA COUNTY OF MOBILE

### PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama ("City"), and Moffatt & Nichol, Inc. ("Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of engineer and design services, and will support the City in the Mobile Riverfront Redevelopment Project ("Project"),

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 hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do covenant and agree as follows:

### 1. PROFESSIONAL SERVICES TO BE PERFORMED

The services to be performed are described in the Scope of Work attached hereto and labeled Exhibit 1, which is hereby incorporated as if a part of this agreement. At all times during the term of the contract, Contractor will assign a Project Manager who will be responsible for project review and quality control.

### II. COMPENSATION

- A. For the above described services, the City will compensate the Contractor according to Exhibit 1, including the hourly rates therein. The total cost for the Agreement will not exceed \$766,895.00.
- B. The costs in Exhibit 1 are all inclusive. The City will not pay the Contractor for any additional expenses, travel, or any other costs, expenses, or any additional work unless the City agrees in writing to do so before the cost is incurred or the work is performed.

C. Payment is due on final approval by the City of the Contractor's invoices which may be submitted following the City's acceptance of a deliverable.

### III. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement and continue for one (1) year, with two (2) additional optional one (1) year renewals.

### IV. GENERAL PROVISIONS

- A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.
- B. Documents and data produced under this Agreement shall be considered the property of the City and Contractor shall make all data requested by the City available to the City in the electronic or other format requested.
- 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 construed 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 City 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 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 therefor.
- 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 denied solely at City's discretion.
- F. If the City determines that any deliverable fails to meet the requirements of the Proposal, the City shall notify the Contractor of the deficiency and allow the Contractor up to 60 days to cure the deficiency. If Contractor fails to cure the deficiency, the City

will not be obligated to pay for the deliverable, and may, in its discretion, terminate the contract.

G. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Mr. Ricardo Woods City Attorney City of Mobile P O Box 1827 Mobile. AL 36633-1827

H. Insurance Requirements: Contractor shall carry, on all operations hereunder, worker's compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance policies, which, on appropriate policies, shall name the City of Mobile as an additional insured.

The following minimum amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation

Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability - Premises/Operations

Public Liability including premises, products and complete operations

- 1. Bodily Injury Liability
  - a. \$1,000,000 each person
  - b. \$1,000,000 each occurrence
- 2. Property Damage Liability
  - a. \$1,000,000 each occurrence or
  - b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined \$2,000,000 single limit
- C. Automobile Liability Comprehensive including owned, non-owned and hired vehicles
  - 1. Bodily Injury Liability
    - c. \$250,000 each person
    - d. \$500,000 each occurrence
  - 2. Property Damage Liability
    - c. \$100,000 each occurrence

OR

Combined Bodily Injury and Property Damage - \$1,000,000

- D. Professional Liability \$1,000,000
- E. Excess/Umbrella Liability Insurance: Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
  - Limit of Liability: \$2,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.
- The CONSULTANT shall indemnify and hold harmless City and its officers, I. elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

### STANDARD OF PERFORMANCE:

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

J. Severability: If any one or more of the provisions contained in this Contract, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and all remaining provisions shall continue in full force and effect.

- K. Governing Law and Choice of Forum: It is expressly agreed and stipulated by both Parties that this Contract shall be deemed to have been made and to be performed in the State of Alabama, County of Mobile, and all questions concerning the validity, interpretation, or performance of any of its terms and provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State, and all claims or causes of actions related to the contract shall be brought in a court of competent jurisdiction in Mobile County, Alabama.
- L. Immigration: 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. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. 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 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.
- M. Anti-Boycotting: Act 2016-316. Consultant 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 the State of Alabama can enjoy open trade.
- N. Antidiscrimination: 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.

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

Supervisory Coastal Scientist

	By:
L PRIPATORIA	Mayor
ATTEST:	
City Clerk	MOFFATT & NICHOL, INC.
	By:
	Eldon C. Blancher II, Ph.D.

### STATE OF ALABAMA COUNTY OF \_\_\_\_\_\_

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Eldon Blancher, PhD., whose named as Business Unit Lead, of Moffatt & Nichol, Inc. is signed to the foregoing Professional Services Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Professional Services Contract, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

(SEAL)

Given under my hand and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and official seal of office this the day of learning and office the day of learning and office this the day of learning and office the day of learning and office

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11 N. Water Street, Suite #20220 Mobile, AL 36602

(251) 378-9006 www.moffattnichol.com

April 29th, 2022

City of Mobile 205 Government Street Mobile, AL 36602

Attn: Mayor Sandy Stimpson

Subject:

Mobile Riverfront Redevelopment Proposal No. P210712.02 Version 7

Project No. 10961

Dear Mayor Stimpson:

Thank you for the opportunity to provide this fee proposal to support the City of Mobile with the Mobile Riverfront Redevelopment project. We have included our understanding of the project, our proposed scope of services, and an estimate of fees. We look forward to working with you on this project. This proposal has been revised per coordination with City staff which occurred on March 11 and 18, 2022, April 1, 2022. Per the City's direction, the proposal was revised to include the design and construction oversight of the Convention Center marquee sign.

**EXHIBIT 1** 

### Project Background

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022 (\$8M). This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and complements completed and on-going efforts such as the Water Street improvements, Cooper Riverside Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

Throughout 2021, Moffatt & Nichol worked with the City to develop a conceptual plan for the Mobile Riverfront Development. Once the GOMESA funding amount was established, M&N worked with the City and developed a report defining the City's priorities, highlighting the preferred project elements from the conceptual plan that are recommended for advancement using the available GOMESA funding. The report defined the scope for each of the preferred project elements and was intended to assist in the unveiling of the Mobile Riverfront Concept Master Plan to be achieved with GOMESA funding and other opportunities.

The GOMESA funding would support the engineering & design and construction of the Mobile Riverfront. The purpose of this proposal is to further define the tasks needed to advance the preferred project scope though the investigation, design, and permitting phase. Support through the bid process and construction administration is also included.

### **Proposed Scope of Services**

### Task 1 - Design Management and Coordination

M&N will provide coordination and management to oversee the efforts of the investigation, planning, permitting and design of the Project, including all its employees and subcontractors, to ensure that the overall project is efficient and effective. Design management services will be provided throughout the length of the design period, from project initiation through development of the "Issued for Construction" design drawings and specifications.

A Project Manager will serve as the main point of contact throughout all phases of the project. All correspondence for the project shall be directed through the Project Manager to the City's Project Manager. This may include coordination with other internal departments of City. Meeting minutes will be maintained in the respective documentation record. The Project Manager will coordinate with the design team to resolve issues and assign tasks resulting from the coordination.

Upon Notice to Proceed (NTP), M&N will schedule a kick-off meeting with City representatives. The general goals of the meeting will be:

- Introduce Team Members
- Establish Project Communication Structure
- Communicate the Project's goals and objectives
- Obtain existing data
- Outline the Progress Meeting schedule
- Outline anticipated major tasks required to complete the scope of work

M&N suggests holding regular bi-weekly progress meetings. During the meetings, M&N will provide a project status, communicate project challenges, propose solutions to challenges, and update the project schedule. M&N will set up a meeting platform to allow for a conference call and screen sharing during the meeting. It is assumed meeting will be virtual, but meetings will be held in person upon request by the City. M&N will coordinate schedules to determine a standard meeting day and time. Progress meetings will start approximately 2 weeks after the project kick-off meeting.

### Assumptions:

- The period of design performance will be approximately one year (52 weeks).
- Project Manager will require 80 hours (approximately 1 hour/week) for the estimated design period.
- Project Kick-off Meeting will be held virtually (no travel).
- Project Manager and Engineer III will require 1 hour to prepare for the kick-coff meeting.
- Project Manager, Senior Engineer, Engineer III, and Engineer I will require 2 hours to attend each kick-off meeting.
- Project Manager and Engineer III will require 1 hour to produce kick off meeting minutes with action items.
- 30 progress meetings will occur (26 regularly scheduled and 4 specially scheduled)
- Project Manager and Engineer III will require 0.5 hour to prepare for the progress meetings.
- Project Manager, Senior Engineer, Engineer III, and Engineer I will require 1 hour to attend each design progress meeting.
- Project Manager and Engineer III will require 0.5 hour to produce meeting minutes with action items.
- No travel will be required for progress meetings.

Meeting documentation (agenda, minutes, action items) Deliverables:

### Task 2 - Investigations

Site investigations will be performed to inform the project's design and regulatory compliance. M&N will provide oversight and coordination with the subcontractors to monitor the investigations. M&N will review submitted deliverables from the subcontractors.

### Geotechnical Investigation

- Geotechnical investigations will be performed for the Northern Riverfront Plaza and Riverfront Connection.
- Additional geotechnical analysis are likely for the vibrations analysis for pile driving in close proximity to the existing tunnels.

- The budgeted cost to complete the proposed geotechnical investigations and tunnel impact analysis is \$95,000.
- The results of the investigation will be summarized in the Site Investigation Memorandum.

### Existing Bulkhead Assessment

- M&N has reviewed the following City-provided bulkhead inspection reports:
  - 2019 Investigation (south of Cruise Terminal extending north of Convention Center)
  - 2007 Investigation (south of Cruise Terminal extending north to south of the Bank Head Tunnel)
- The 2019 Bulkhead Inspection Report which identified high priority repairs are needed. However, the 2019 inspection was not a design level inspection and does not provide critical information on the damage identified needing repairs.
- Based on these reports, M&N will perform an underwater inspection of the existing bulkhead along Cooper Riverside
- The budgeted cost to complete the proposed bulkhead assessment is \$50,000.
- The results of the investigation will be summarized in the Site Investigation Memorandum.

### Topographic and Bathymetric Survey

- A topographic survey will be performed to document existing conditions at the project site.
- Existing utilities will be located and mapped.
- A multi-beam bathymetric survey will be performed along the Riverfront.
- The budgeted cost to complete the proposed survey scope is \$50,000.
- The results of the investigation will be summarized in the Site Investigation Memorandum.

### Cultural Resources Assessment

It is assumed a Cultural Resources Assessment will not be required due to the current developed status of the project site.

### Site Investigation Memorandum Deliverables:

### Task 3 - Engineering and Design

Based on the site investigations and coordination with the City of Mobile, M&N will provide design for the preferred project. M&N's on-staff marine structural engineers will develop the project considering the existing complexities due to the project's proximity to the Bankhead Tunnel and a Federal navigation channel and the modifications of an existing structure. Design milestones will be met as described below. Reviews by the City of Mobile will follow submission of each deliverable. Design documents will be submitted in an iterative fashion with each submittal incorporating the feedback from the previous submittal.

- Design submittals will include construction plan drawings, specifications, and a design report documenting major design calculations and assumptions. An opinion of probable cost will also be prepared.
- Design packages will be submitted at the following milestones:
  - o Preliminary (30%)
  - Pre-Final (90%)
  - Construction (100%)
- Preliminary (30%) design specifications will include an outline.
- Permit application package (sub-consultant support)
- Pre-Final (90%) and Construction (100%) specifications will include full documents.

- The City of Mobile will provide general contracting documents and general conditions for the specifications.
- The Construction (100%) design submittal will include the required engineering plans and specifications to perform the construction.
- Construction (100%) design plans and specification will be signed and sealed by a licensed professional engineer from the State of Alabama.
- Design submittals will be submitted in PDF format with hard copies provided as requested by the City.
- Support the City through the construction bid process.
  - o Attend the pre-bid meeting.
  - o Respond to contractor requests for additional information and issue bid addendum as needed.
  - o Evaluate construction bids and recommend award (if appropriate).

Deliverables: Permit application package and Design Submittals (Preliminary, Progress, Pre-Final and Construction)

A description of the project elements to be designed and major assumptions are included below:

### Northern Riverfront Plaza

- Creation and establishment of a Gateway on Water Street.
- Locate and stub out utilities (water, sewer, and electric) for commercial development.
- Reclaim approximately 550 SF of submerged lands along the river.
- Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation.
- Design scope includes a preliminary grading plan. Private partner will be responsible for final construction of plaza.
- Private partner will be responsible for final site grading, drainage, building foundations, and utility connections.
- Assume permit is feasible based on pre-application conversation with USACE and ADCNR.

### Riverfront Connection

- Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety.
- Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access.
- Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature,
   and creating a widened pedestrian path and ground level overlook.
- Construction of deep foundations (piles) adjacent to tunnel is feasible.
- It is acceptable to modify the Convention Center building structure to install stair feature, required for multi-level access, and potential food court development;
- Assume permit is feasible based on pre-application conversation with USACE and ADCNR.

### Cooper Riverside Park

- Civil engineering and landscape design of surface parking and Cooper Riverside Park improvements will be minimal,
   with prioritized focus on the Northern Riverfront Plaza and Riverfront Connection structural foundational elements.
- The Hero Plaza and entrance into the Cooper Riverside Park will be coordinated and integrated into landscape design
  of this element.

- Minimal landscape design to surface parking lot
- 800 linear feet of bulkhead inspection to be performed
- Assume repair of bulkhead is minimal.

### Compensation and Schedule

M&N has estimated the effort required to complete the scope as described above. M&N consulted with the sub-disciplines required for each project element. The hours of effort estimated are based on our extensive experience with marine structural and civil engineering and design. We have estimated \$766,895.

Our fees will accrue on a time and material basis not to exceed the total allocated. Mary Beth Sullivan, PE and Meg Goecker, MS will be the project managers representing the Moffatt & Nichol Mobile Office. Man-hour and fee derivations are attached.

Our approach to this proposal is based on our understanding of the City's needs and goals of this project as outlined in our report. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Don Blancher, PhD, BCES MOFFATT & NICHOL

Meg Goecker MOFFATT & NICHOL

### M&N Proposal No. P210712.02 (Version 7) Page 5

	HOUR BUDGET BY LABOR COSTS  Classification Rate \$	Project Manager 170.00	Superv. Engineer \$ 250.00	Senior Engineer S 229.00	Eng. II	Eng. I \$ 167.0	Senior Tech. 0 \$ 184.0	ACAI CADD	II	Project Control \$ 133.00	Total Hours		Total Labor Cost
Task		116	3 230.00		66	32		- 2		-47	214	S	37,604.0
1	Design Management and Coordination				92	84	95			2.00	283	5	51,028.0
2	Investigations	12 60	160		650	749	360	690	)	(25)	2669	5	465,763.00
3	Design Total Labor Budget \$		\$ 40,000 7%	\$ -	\$ 164,920 30%	\$ 153,64 28%	0 5 155,48 28%	0 \$ 100 18%		\$ 53,200	4090	\$	554,395.0
-	Labor Budget Distribution	207	160		868	920	845	690	)	400		_	
	Total Labor Hours Labor Hours Distribution	5%	4%	0%	21%	22%	21%	179	6	1056	100%		
	Man-weeks	5,2	4.0	0.0	21.7	23.0	21.1	17.	3	10.0	102.3		
CLIR	IMARY												
. 3014			To	tal Cost	Total Cost	Total Cos							Total Cost
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Task	Design Management and Coordination	Labor 55,104.00	Subc	onsultants	\$ -	\$ -						5	196,028.0
Task		Labor	Subc		\$ - \$ -							\$ 5 5	

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OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org 251.208.7967
205 Government Street, 5<sup>th</sup> Floor

# Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements "Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation "DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or

with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement. About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a

by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

Page 1 of 5 Subcontractor/Supplier Plan rev. 7/29/2021

**3** 

## OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org 251.208.7967
205 Government Street, 5<sup>th</sup> Floor

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FORM

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ection I. In

Moffatt & Nichol	11 N. Water Street, Suite 20220 Mobile, AL 36602	251-378-9000	dblancher@moffattnichol.com
Company	Address	Telephone	E-Mail

RFP/RFQ Solicitation Number	Riverfront Revitalization	
Project Description		
Is your company a DBE company? Yes	Yes No N	
Work force demographics	Male 3 Female 6 Minority	Non-minority 9 SDVO
Mobile Office	Total #of Employees 9 Mobile ONLY C	Corporate 850 total employees, worldwide

# Subcontractor/Major Supplier Plan submitted by:

	Date: 5/31/2022	
Eldon C. Blancher II	Egelle	ry Coastal Scientist
Printed Name:	Signature:	Title: Supervisory Coastal

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

<u>ie</u>	Eldon C. Blancher li	Title:	Supervisory Coastal Scientist
	dblancher @moffattnichol.com	Phone:	251-378-9005
	i in the second	Page 2 of 5 Subcontractor/Supplier Plan rev. 7/29/2021	f 5 Ian rev. 7/29/2021

OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form. Via emai: Archnique, kidd@cityofmobile.org 251.208,7967

205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd	ubcontractors/Major Vendors Supplier Plan submitted by:
	ction II. Sub
	Se

Date:	
\$ \$766,895.00	
Your Bid/Proposal Amount \$_	CoM Riverfront Revitalization
Nichol	Description
any Moffatt &	/ 2022
Print Company	/ 23
Please F	2

Eldon C. Blancher II, Ph.D. Supervisory Coastal Scientist Name of Bidder/Proposer: \_ I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Ephriam & Associates	251-404-20	251-404-2059ESA Phase I / Phase 2 ESA/Permitting	\$33,850.00	5	Yes	
McCrory & Williams	251-476-4720	20 Surveying/Civil Engineering	\$7,650.00	1	no/WBE	
Watershed	251-929-0514		\$10,000.00	_	no/WBE	
	-1					

Page 3 of 5 Subcontractor/Supplier Plan rev. 7/29/2021



# OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

# Subcontracting and Major Supplier Plan

# Form 2: Good Faith Effort Documentation

Name of Bidder: Moffatt & Nichol
Contact Person: Eldon C. Blancher II

Phone 251-378-9005

Email dblancher@moffattnichol.com

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

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

Page 4 of 5 Subcontractor/Supplier Plan rev. 7/29/2021



# OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

# Subcontracting and Major Supplier Plan

### CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

- Name, address, email address and telephone number
- 2. A description of information provided by the bidder/proposer or subcontractor; and
- 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for
  - concluding that the DBE was unqualified to perform the job.

### Section 2(B)

if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements. There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c)

Could not find sufficient DBEs to provide subcontracting or supplier services.

Reviewed quals for several local DBE's relative to DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. underwater structural engineering and could not find sufficient engineering consultants with these quals, Please indicate additional efforts you have taken to recruit and engage DBEs.

Page 5 of 5 Subcontractor/Supplier Plan rev. 7/29/2021



May 24, 2022

Moffatt Nichol

Attn: Eldon C. Blancher 11N. Water Street, Suite 20220 Mobile, Alabama 36602

Re: Riverfront Park Enhancements

Mr. Blancher,

Our estimate for a boundary and topographic survey on the above referenced project is as follows:

2 Man Survey Crew	32 hr. @ \$120.00	\$3,840.00
Senior Survey CADD	32 hr. @ \$ 80.00	\$2,560.00
Professional Land Surveyor	10 hr. @ \$125.00	\$1,250.00

Total \$7,650.00

We appreciate the opportunity to provide this estimate and we look forward to working with you on this project

Sincerely,

McCrory & Williams, Inc.

Merlin J. Miller, P.L.S.

MJM/jd

### THE

ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE
FOR THE

STATE OF ALABAMA
GOVERNOR KAY IVEY



**Hereby Declares That** 

### MCCRORY & WILLIAMS, INC.

Mobile, Alabama

has been certified as a woman-owned business in The State of Alabama.

Given under my hand, at the City of Montgomery, this the 27th day of August in the year of our Lord 2020.

Kénneth W. Boswell, Director ADECA

Certificate No. WBE-0820240-102 (Female) This designation expires two years from the above date.

### THE

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS OFFICE OF MINORITY BUSINESS ENTERPRISE FOR THE

STATE OF ALABAMA

GOVERNOR KAY IVEY



Hereby Declares That

### WATERSHED, LLC

Fairhope, Alabama

has been certified as a woman-owned business in The State of Alabama.

Given under my hand, at the City of Montgomery, this the 26th day of June in the year of our Lord 2021

Certificate No. WBE-0621177-128-R1 (Female) This designation expires two years from the above date.



### Alabama Secretary of State



Moffat & Nichol, Inc.		
Entity ID Number	000 - 921 - 075	
Legal Name in Place of Origin	Moffatt & Nichol	
Entity Type	Foreign Corporation	
Principal Address	4225 E CONANT STREET SUITE 101 LONG BEACH, CA 90808	
Principal Mailing Address	4225 E CONANT STREET SUITE 101 LONG BEACH, CA 90808	
Status	Exists	
Place of Formation	California	
Formation Date	07/22/1957	
Qualify Date	01/22/2002	
Registered Agent Name	C T CORPORATION SYSTEM	
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104	
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104	
Nature of Business		
Capital Authorized		
Capital Paid In		

### **Annual Reports**

Annual Report information is filed and maintained by the Alabama Department of Revenue.

If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="www.revenue.alabama.gov">www.revenue.alabama.gov</a>. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	<u>2001 2002 2003 2004 2005 2006 2007 2008 2009 2010</u> <u>2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021</u>		
Transactions			
Transaction Date	10/31/2003		
Fictitious Name Changed From	* Added		
Transaction Date	10/31/2003		
Legal Name Changed From	Moffatt & Nichol, Engineers Corporation		
Transaction Date	03/08/2010		
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109		
Transaction Date	05/24/2018		

Moffat & Nichol, Inc.			
Principal Office Changed From	320 GOLDEN SHORE STE 300 LONG BEACH, CA 90802		
Transaction Date	04/02/2019		
Principal Mailing Address Changed From	3780 KILROY AIRPORT WAY, SUITE 750 LONG BEACH, CA 90806		
Transaction Date	04/02/2019		
Principal Office Changed From	3780 KILROY AIRPORT WAY, SUITE 750 LONG BEACH, CA 90806		
Scanned Documents			
Purchase Document Copies			
Document Date / Type / Pages	01/22/2002 Certificate of Formation 1 pg.		
Document Date / Type / Pages	10/31/2003 Legal Name Change 1 pg.		
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.		
Document Date / Type / Pages	05/24/2018 Articles of Amendment 2 pgs.		
Document Date / Type / Pages	04/02/2019 Articles of Amendment 2 pgs.		

Browse Results

New Search





Client Company ID Number:1600079

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer		
Moffatt & Nichol		
Name (Please Type or Print)	Title	
Felicia Corbett		
Signature	Date	
Electronically Signed	October 26, 2020	
E-Verify Employer Agent		
ADP, Inc.		
Name (Please Type or Print)	Title	
eVerify Team WFN		
Signature	Date	
Electronically Signed	October 26, 2020	
Department of Homeland Security - Verification Di	vision	
Name	Title	
USCIS Verification Division		
Signature	Date	
Electronically Signed	October 26, 2020	



Client Company ID Number:1600079

Information Required for the E-Verify Program Information relating to your Company:		
Company Name	Moffatt & Nichol	
Company Facility Address	4225 East Conant Street Long Beach, CA 90808	
Company Alternate Address	4225 East Conant Street Long Beach, CA 90808	
County or Parish	Los Angeles	
Employer Identification Number	95-1951343	
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)	
Parent Company		
Number of Employees	500 to 999	
Number of Sites Verified for	29	





Client Company ID Number:1600079

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

California	5
Hawaii	
Washington	2
Georgia	2
Florida	6
Virginia	2
North Carolina	2
Alaska	1
Texas	2
Louisiana	2
Alabama	1
Maryland	1
Massachusetts	1
New York	1





Client Company ID Number:1600079

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

Name	Felicia Corbett
Phone Number	(562) 308-5388
Fax Number	
Email Address	fcorbett@moffattnichol.com

Name	Heather Percival
Phone Number	(657) 261-2696
Fax Number	
Email Address	hpercival@moffattnichol.com

Name	lenna Hoglander
Phone Number	(984) 239-2783
Fax Number	
Email Address	jhoglander@moffattnichol.com



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/19/2021

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).

this certificate does not some. Against a	CONTACT	
PRODUCER Dealey, Renton & Associates	NAME: PHONE (A/C, No, Ext): 714-427-6810	FAX (A/C, No): 714-427-6818
License #0020739 600 Anton Boulevard, Suite 100	E-MAIL ADDRESS: certificates@dealeyrenton.com	= NAIC#
Costa Mesa CA 92626	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company	
INSURED MOFFANICH	INSURER B: National Union Fire Insurance Co P	
Moffatt & Nichol 4225 E. Conant	INSURER C : Ace American Insurance Company INSURER D : Transportation Insurance Company	
Long Beach CA 90808	INSURER E:	
	INSURER F:	

REVISION NUMBER: **CERTIFICATE NUMBER: 874252419** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD COVERAGES 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. POLICY EFF POLICY EXP (MM/DD/YYYY) ADDL SUBR POLICY NUMBER TYPE OF INSURANCE INSD WVD EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 11/22/2020 11/22/2021 X COMMERCIAL GENERAL LIABILITY 6056712992 \$ 1,000,000 CLAIMS-MADE X OCCUR \$ 15.000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 \$2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMPIOP AGG \$2,000,000 POLICY X PRO-OTHER: COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 11/22/2021 11/22/2020 AUTOMOBILE LIABILITY 6056712989 D Si BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ S s 1,000,000 11/22/2020 11/22/2021 EACH OCCURRENCE 6079627982 X UMBRELLA LIAB Х OCCUR \$1,000,000 AGGREGATE **EXCESS LIAB** CLAIMS-MADE DED RETENTIONS X STATUTE 11/22/2021 11/22/2020 WC19397907 WORKERS COMPENSATION 11/22/2020 11/22/2021 AND EMPLOYERS' LIABILITY WC19397906 \$ 1,000,000 E.L. EACH ACCIDENT ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 N/A (Mandatory in NH) s 1.000,000 E.L. DISEASE - POLICY LIMIT If yes, describe under DESCRIPTION OF OPERATIONS below \$2,000,000 \$2,000,000 per claim anni aggr 11/22/2021 11/22/2020 G25660225007 Professional C Claims Made

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability Worker's Compensation extends to include Jones Act and USL&H RE: MN Job Number 10961-03 - City in the Mobile Riverfront Redevelopment Project.

City of Mobile is named as an additional insured as respects general and auto liability as required per written contract or agreement. Insurance coverage

includes waiver of subrogation per the attached endorsement(s). SEVERABILITY OF INTERESTS

Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: See Attached...

CERTIFICATE HOLDER	CANCELLATION 30 Day Notice of Cancellation
City of Mobile P O Box 1827 205 Government Street, 9th Floor-South Tower 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.
	harin Thoro
	C 1000 0015 A CORD CORPORATION All rights reserved

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID:	MOFFANICH

ACORI	<b>)</b> "

### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Dealey, Renton & Associates		Moffatt & Nichol 4225 E. Conant Long Beach CA 90808
POLICY NUMBER		Long Beach CA 90808
CARRIER	NAIC CODE	EFFECTIVE DATE:
ADDITIONAL REMARKS		
THE ADDITIONAL DEMARKS FORM IS A SCHEDULE TO AC	ORD FORM,	NOURANGE
FORM NUMBER: 25 FORM TITLE: CERTIFICATE C	OF LIABILITY I	NSURANCE
a. As if each Named Insured were the only Named Insured; and     b. Separately to each insured against whom claim is made or sui	t is brought.	
į.		

ACORD 101 (2008/01)

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### Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed **Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such written contract; or
  - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - 1. the written contract requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the written contract; or
  - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
  - A. 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; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part: 6056712992 Policy No:

CNA75079XX (10-16)

Page 1 of 2

CONTINENTAL CASUALTY COMPANY Insured Name: MOFFATT & NICHOL

26 Endorsement No: Effective Date: 11/22/2020

20020009260567129925392



### **CNA PARAMOUNT**

### Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

### **Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the bodily injury or property damage; or
  - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: MOFFATT & NICHOL

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Policy No: 6056712992 Endorsement No: 26

Effective Date: 11/22/2020



### Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

	TABLE OF CONTENTS	
	Additional Insureds	
2.	Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance	_
3.	Additional Insured Extended Coverage	
4.	Boats	
5.	Bodily Injury – Expanded Definition	_
6.	Broad Knowledge of Occurrence/ Notice of Occurrence	
7.	Broad Named Insured	_
8.	Contractual Liability – Railroads	
	Estates, Legal Representatives and Spouses	
10.	Expected Or Intended Injury – Exception for Reasonable Force	
11.	General Aggregate Limits of Insurance – Per Location	
12.	In Rem Actions	_
13.	Incidental Health Care Malpractice Coverage	
14.	Joint Ventures/Partnership/Limited Liability Companies	
15.	Legal Liability – Damage To Premises	
16.	Liquor Liability	
17.	Medical Payments	
18.	Non-owned Aircraft Coverage	
19.	Non-owned Watercraft	
20.	Personal And Advertising Injury – Discrimination or Humiliation	
	Personal And Advertising Injury - Contractual Liability	
22.	Property Damage – Elevators	
	Retired Partners, Members, Directors And Employees	
	Supplementary Payments	
	Unintentional Failure To Disclose Hazards	
26	Waiver of Subrogation – Blanket	
	. Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs	



### Architects, Engineers and Surveyors General Liability Extension Endorsement

### 1. ADDITIONAL INSUREDS

- WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs
   A. through I. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
  - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
  - (2) was executed prior to:
    - (a) the bodily injury or property damage; or
    - (b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - (1) a higher limit of insurance than required by such contract or agreement; or
  - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A**. through I. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

### C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the Named Insured, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by the Named Insured's acts or omissions, or the acts or omissions of those acting on the Named Insured's behalf:

- a. in connection with the Named Insured's premises; or
- b. in the performance of the Named Insured's ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

- 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.

### D. Lessor of Equipment

Policy #6056712992



### Architects, Engineers and Surveyors General Liability Extension Endorsement

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

### I. Trade Show Event Lessor

- 1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
  - a. the Named Insured's acts or omissions; or
  - b. the acts or omissions of those acting on the Named insured's behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

### 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

### 3. ADDITIONAL INSURED - EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this Coverage Part, WHO IS AN INSURED is amended to make the following natural persons Insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an Insured;
- b. A partnership or joint venture, then its partners, members and their spouses are Insureds;
- c. A limited liability company, then its members and managers are Insureds; or
- **d.** An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES**, **LEGAL REPRESENTATIVES**, **AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

### 4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

CNA74858XX (1-15)

Policy #6056712992

### <MARKETABLE PRODUCT NAME>



### Architects, Engineers and Surveyors General Liability Extension Endorsement

services performed for the **Named Insured** under the **Named Insured**'s direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

### 24. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

### 25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

### 26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the

### 27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION** – **CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.
- B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

CNA74858XX (1-15)

Policy #6056712992



### NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.



### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### I. LIABILTY COVERAGE

### A. Who is An insured

The following is added to Section II, Paragraph A.1., Who is An Insured:

- a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form: provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

### B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

### C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C, is excess over any other collectible insurance.

### II. PHYSICAL DAMAGE COVERAGE

### A. Towing

**Section III. Paragraph A.2.,** is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III**, **Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

### C. Transportation Expenses

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

### D. Loss of Use Expenses

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

### E. Personal Property

The following is added to Section III, Paragraph A 4

SCA 23 500D (Ed. 10/11) Copyright, CNA Corporation, 2000.

Page 1 of 3



#### NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.





### ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

#### SCHEDULE

#### Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

- In conformance with paragraph A.1.c. of Who Is An Insured of Section II LIABILITY COVERAGE, the
  person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6056712989
Policy Effective Date: 11/22/2020

Policy Page: 107 of 141

Endorsement No: 43; Page: 1 of 1 Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606





#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

**BUSINESS AUTO COVERAGE FORM** 

MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MOFFATT & NICHOL

**Endorsement Effective Date: 11/22/2020** 

#### SCHEDULE

#### Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13 Endorsement Effective Date:

**Endorsement Expiration Date:** 

Policy No: BUA 6056712989 Policy Effective Date: 11/22/2020 Policy Page: 34 of 141

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2020

forms a part of Policy No. WC 19-39-7906

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### **Schedule**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED: 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR, 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13 (Ed. 04/84)

Countersigned by

**Authorized Representative** 

DEPH. M'80

## BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2020

forms a part of Policy No. WC19397907

issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61 (Ed. 11/90) Countersigned by \_ \_ \_ \_ \_ \_ \_

**Authorized Representative** 



#### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

#### **Submitted by:**

Scott Kearney, Chief Technology Officer

#### **Sponsored by:**

Mayor Stimpson

#### **Purpose and Scope of Project:**

ThinkGard's cybersecurity services will assist the City's network security staff with daily log review of network security issues or abnormalities and provide weekly vulnerability reports and additional personnel and resources for incident response to security breaches.

#### **Amount of Contract:**

\$291,510

#### **Effective Date of Contract:**

6/14/2022

#### **Renewal Date of Contract:**

10/1/2025

**Funding Source** 

Project # Discretionary Funds
Project String 10045000.42200 Contract Number:

**Budget Amendment REDUCE INCREASE** 

Grant Funds Matching Funds

#### **ATTACHMENTS:**

Description	Type	Upload Date
Cover Letter	Cover Memo	5/27/2022
Resolution Draft	Resolution Letter	5/27/2022
Service Agreement	Backup Material	5/27/2022
Certificate of Insurance	Cover Memo	6/15/2022

#### **REVIEWERS:**

Department Reviewer		Action	Date
MIT	Kearney, Scott	Approved	5/27/2022 - 3:04 PM
Budget	Sapp, Celia	Approved	5/27/2022 - 2:35 PM
Legal	Kern, Chris	Approved	6/1/2022 - 3:23 PM
Legal	Kern, Chris	Approved	6/1/2022 - 3:23 PM
Mayors Office	Montgomery, Brandi	Approved	6/2/2022 - 3:02 PM



May 4, 2022

Re: ThinkGard Cybersecurity Services

I am requesting approval of a professional service agreement with ThinkGard for network and cybersecurity services. This is a forty one month (2022-2025) agreement with a total overall cost of \$291,510. The total cost for FY22 (5 months) is \$35,550 and is budgeted.

ThinkGard is based in Alabama and provides similar services to Mobile County Administration including several municipalities in our area. The City already uses their data backup and disaster recovery services. The cybersecurity service will assist our network security staff with daily log review of network security issues or abnormalities and provide weekly vulnerability reports and additional personnel and resources for incident response to security breaches.

Scott Kearney	
 Chief Technology Officer	

2022

#### **RESOLUTION**

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and THINKGARD, LLC (a wholly owned subsidiary of VC3,Inc.) for provision of cybersecurity services for 41 months from the date of approval, in the amount of \$291,510, 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, AL - CyberGard **Security Services (41 months)**

Quote created on April 14, 2022 - Reference: 20220414-100031934

City of Mobile AL

651 Church Street Mobile, AL 36602

Chatu Wimalaranthne

Network Security Manager chatu@cityofmobile.org (251) 208-7702

**Scott Kearney** 

CTO kearney@cityofmobile.org (251) 208-7942

#### Comments

This proposal for the City of Mobile, AL includes pricing for ThinkGard's custom Cybersecurity Services.

There is a 10% monthly recurring discount as the City is a current ThinkGard BDR customer.

Nolan Griffin - Sales Executive at ThinkGard LLC



## **Products & Services**

#### CyberGard - Custom Cybersecurity Services

ThinkGard's CyberGard Custom Cybersecurity Services include the following:

1 x \$7,900.00 / month 10% discount \$7,110.00 / month

for 41 months

#### (1.) SIEM Analysis

- Daily review of SIEM solution to identify any potential critical issues.
- Monthly report of SIEM analysis to reflect on trends observed.
- Customer responsible for configuration of SIEM as well as configuring the respective assets to properly feed data into the SIEM solution.
- Syslog analysis will not occur, the customer is responsible for providing SIEM solution.
- Customer is responsible for providing ThinkGard remote access to SIEM solution.
- (2.) Continuous Vulnerability Management Program
- Continuous monitoring of internal and external vulnerabilities.
- Weekly report of vulnerabilities provided to internal IT for remediation.
- Option to include patch management into Vulnerability Management Program (additional monthly cost).
- Customer to provide connectivity and appropriate access for internal
- (3.) Respond to Security Inquires and Questionnaires Respond promptly to customer and other party security questionnaires and inquires.

- (4.) Evaluation Security of Business Software Evaluate the security implications of third-party software the organization,
- (5.) Evaluate Information Security Software Solutions Evaluate new tools that may benefit the organization's information security capabilities and workflows, making recommendations
- (6.) Assist with Security Audits
- (7.) Timely incident response to a security breach(s)
- Initial investigation of event to determine the level of impact
- Coordinate efforts with cyber insurance carrierGuide organization through the remediation process.
- Interface with forensic investigators along with legal counsel to provide guidance on the path forward.

Recurring discount	\$790.00 / month
Recurring subtotal	\$7,110.00 / month
Total	\$7,110.00

This quote expires on June 13, 2022.

#### **Purchase Terms**

#### MANAGED CYBERSECURITY AGREEMENT TERMS

Term: This Agreement between Client and THINKGARD, LLC (A wholly owned subsidiary of VC3, Inc.) is effective upon the date signed by the Client, shall remain in force for a period of 41 months, and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the annual fee paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one- year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement. This Agreement cannot be automatically renewed more than five (5) times.

This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:

- Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
- Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client; Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement. If either party terminates this Agreement, THINKGARD will, if requested by the Client, assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.

If Client terminates this Agreement without cause, Client agrees to give THINKGARD thirty (30) day's prior written notice and agrees to pay THINKGARD for all services and products delivered and expenses incurred prior to the date THINKGARD received Client's notice of termination including annual service fees for the current period.

Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD and Client.

<u>Services Provided</u>: Includes the support and maintenance of a suite of Cisco security products listed in THINKGARD proposal, ongoing Managed Security Services and CyberSecurity Incidence Response services. THINKGARD will install any equipment if applicable. Incident Response services itemized in proposal.

<u>Catastrophe Service</u>: In the event of a breach, fees for consulting are included in Monthly Services Agreement.

<u>Interference:</u> Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of THINKGARD or any other person or entity to terminate their relationship with THINKGARD.

<u>Warranty</u>: ThinkGard warrants: (1) it shall provide the Services in a professional, workmanlike manner consistent with this Agreement and generally accepted industry standards of care and competence; and (2) for ninety (90) days after date of delivery, the Services shall materially conform to their descriptions set forth on the proposal These warranties are voided to the extent of any alterations to any Services are not performed or authorized by the Company. Client must bring any breach of these warranties to the Company's attention promptly in writing within thirty

(30) days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, the Company may, at its election: (1) use reasonable efforts to re-perform such Services or to correct any defect, at no charge to Client; or (2) terminate the applicable Service and return of the fees paid by Client to the Company for such non-conforming Services (without interest). ThinkGard will not be responsible for any unauthorized access, alteration, theft or destruction of Client Data, unless caused as a result of ThinkGard's negligence or intentional misconduct. ThinkGard is not responsible for unauthorized access, alteration, theft or destruction of Client Data arising from Client's own or its Authorized Users' actions or omissions in contravention of the Documentation. In the event that ThinkGard has determined that a Security Breach will or is likely to cause harm to the Client or an Authorized User, ThinkGard will, as promptly as practicable but in no event later than as required by law, immediately provide Client with notice of the Security Breach. After initial notification, ThinkGard will keep Client updated at periodic intervals on the steps taken by ThinkGard to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Client to minimize potential damages. Such report will be provided promptly but no later than thirty (30) days following completion of the report. The Parties understand and agree that if ThinkGard is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused. ThinkGard acknowledges and agrees to comply with Alabama Act 2018-396, the Alabama Data Breach Notification Act of 2018, codified and Code of Ala. 1975, §8-CH.38, and shall have a duty to comply with its requirements and any future modifications.

Confidentiality: Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the Deliverables and all information relating to the Deliverables as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.

<u>Equipment and Facilities</u>: Client agrees that THINKGARD may utilize certain items of Their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.

<u>Passwords:</u> THINKGARD acknowledges that it must have remote access to perform their duties under this Agreement. THINKGARD will require a CCO (Cisco Connection Online) associated with customer's Cisco Security and licensing, to perform mutually agreed upon services.

No Third Party Beneficiary: Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from ThinkGard, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board. THINKGARD may not assign or transfer this agreement without prior written consent of Client.

<u>Dispute Resolution</u>: This Agreement shall be governed by the state and Federal laws applicable to the State of Alabama, U.S.A.

<u>Limitation of Liability</u>: IN NO EVENT, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY OR ITS LICENSORS, PARTNERS, OR SUPPLIERS BE LIABLE TO THE OTHER

PARTY OR ANY THIRD PARTIES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OR INTERRUPTION OF USE).

<u>Indemnification</u>: ThinkGard shall indemnify, defend and hold harmless Client and its elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, and related expenses arising from or in connection with ThinkGard's wrongful acts or negligence in performance under this agreement.

<u>Force Majeure & Malicious Acts:</u> THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.

<u>Taxes:</u> Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

<u>Warranty of Representative Capacity</u>: Client warrants that its undersigned representative has the authority and capacity to bind Client to the terms and conditions of this Agreement and understands that THINKGARD has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.

<u>Severability</u>: If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.

<u>Notices</u>: All notices under this Agreement will be deemed given when delivered personally or sent by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

#### **For THINKGARD:**

Kevin Fuller President 160 Yeager Pkwy, Suite 200 Pelham, AL 35124

#### For the Client:

Scott Kearney Chief Technology Officer 651 Church St Mobile, Alabama 36602

Governing Law: The laws of the State of Alabama, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties agree with and submit to the state or federal courts located in Mobile County, Alabama as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts.

<u>Anti-Boycott</u>: THINKGARD agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

<u>Anti-Discrimination</u>: THINKGARD 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.

<u>Insurance</u>: For the term of this Agreement, THINKGARD shall acquire and maintain in full force and effect General Liability, Worker's Compensation, Automobile Liability, and Professional Liability or Errors and Omissions 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.

<u>Compliance with Alabama Immigration Law</u>: By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting there from.

<u>Additional Documents:</u> The Parties agree to cooperate to the extent possible and execute any and all supplementary documents and to take all additional actions which may become necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

Remedy Upon Client's Payment Default: Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a state or federal court located in Mobile County, Alabama.

<u>Integrated Agreement</u>: This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.

Signature	
Signature	Date
Printed name	
Attested	
Clerk, City of Mobile	
Countersignature - ThinkGard, LLC	
Kevin R'Fuller	5-17-2022
Signature	Date
Kevin Fuller - President	

ThinkGard LLC

Printed name

160 Yeager Pkwy, Suite 200 Pelham, AL 35124 United States



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2022

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

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

001/504.050	0=0=1=10 A == AU IMB = D	DEVIOLON NU		
		INSURER F:		
		INSURER E:		
Columbia, SC 29201		INSURER D: Zurich American Insurance Company		16535
1301 Gervais Street		INSURER C: Hanover American Insurance Compai	ny	36064
INSURED VC3. Inc.	VC3INC0-01	INSURER B: Hanover Insurance Company		
		INSURER A: Allmerica Financial Benefit Insurance	Co	41840
Arthur J. Gallagher Risk Management Services, Inc. Creekside Crossing 8 Cadillac Drive Suite 200 Brentwood TN 37027		INSURER(S) AFFORDING COVERAGE		NAIC#
		E-MAIL ADDRESS: darcy_hooper@ajg.com		
	ement Services, Inc.	(A/C, No, Ext): 615-377-5158	FAX (A/C, No):	
PRODUCER		CONTACT NAME: Darcy Hooper		

COVERAGES CERTIFICATE NUMBER: 33385770 **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.

NSR LTR	TYPE OF INSURANCE	ADDL S	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
С	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR			ZZ5D66853904	9/1/2021	9/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY			AW6D66907703	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
В	X UMBRELLA LIAB X OCCUR			UH5D66854204	9/1/2021	9/1/2022	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED X RETENTION \$ 0							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WZ6D57345803	9/1/2021	9/1/2022	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	Ν, Α					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Tech E&O Cyber			EOC185683300	9/1/2021	9/1/2022	\$3,000,000 Ea. Claim \$3,000,000 Ea. Claim	\$3,000,000 Agg \$3,000,000 Agg

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

ADDITIONAL POLICY INFO:

Type of Insurance: Theft or Forgery (Including 3rd Party Theft)

Carrier: Federal Insurance Company (NACI 20281)

Limit: \$300,000 / Retention: \$2,500

Per contract or written agreement, certificate holder is additional insured, per form 421-2915 6/15, with respects to the general liability. Waiver of subrogation is in favor of the certificate holder with regards to the automobile liability, per form 4610315 3/08, and general liability, per form 4212915 6/15. Workers Compensation waiver of subrogation is in favor of the certificate holder, per form 000313 4/84.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile, AL 205 Government Street Mobile AL 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE

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#### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

#### **Submitted by:**

Cassie Boatwright, Director of REAM

#### **Sponsored by:**

Mayor Stimpson

#### **Purpose and Scope of Project:**

Authorize a grant application to the Alabama Department of Economic and Community Affairs (ADECA) in the amount of \$250,000.00 with a 20% match of \$50,000.00 for the Electric Vehicle Infrastructure Program.

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

**Grant Funds** \$250,000.00 **Matching Funds** \$50,000.00

#### **ATTACHMENTS:**

Description Type Upload Date Resolution Resolution Letter 6/2/2022

#### **REVIEWERS:**

Departme	nt Reviewer	Action	Date
Accounting Christian, Rebecca		Approved	6/2/2022 - 3:11 PM
Legal	Kern, Chris	Approved	6/2/2022 - 3:12 PM
Legal	Kern, Chris	Approved	6/2/2022 - 3:13 PM
Mayors Office	Montgomery, Brandi	Approved	6/2/2022 - 4:09 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,

ALABAMA, that the Mayor is authorized to apply, accept and receive a grant from the

Alabama Department of Economic and Community Affairs (ADECA) grant assistance

in the amount of \$250,000 in support of the Electric Vehicle Infrastructure Program.

There is a 20% match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to

accept said grant if offered and to sign any agreements or other documents in

connection with the grant application and to provide any information required by the

Alabama Department of Economic and Community Affairs (ADECA). Any agreements

for grant assistance, together with the exhibits, shall be filed with the City Clerk after

award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council commits to local

matching funds in the amount of \$50,000 if said grant is awarded.

Adopted:

City Clerk

343



#### **AGENDA ITEM SUMMARY SHEET**

**Agenda of:**6/14/2022

**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 packet Cover Memo 6/2/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/2/2022 - 2:41 PM

## RESOLUTION

BE IT R	SOLVED	BY TH	E CITY	COUNCIL	OF I	MOBILE,
ALABAMA, that	 t pursuant 1 	to the pro	visions o	of Ordinance	#59-0	73, 2005,
that the application	on of Care	Keepers	Healthca	re, LLC for	a Cert	tificate of
Public Convenier	nce and No	ecessity 1	o operate	e a sedan se	ervice	is hereby
approved. A cop	by of said	applicatio	on is on i	file in the of	ffice of	f the City
Clerk.						
Adopted:						
City Clerk						

### NÓTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Care Keepers Healthcare, LLC to operate a sedan service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 7, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert City Clerk

2022 41-473

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to

publish in a newspaper of general circulation within the municipality the attached

notice stating the time and place a proposed resolution is to be considered by the

City Council and further stating that at such time and place all persons who desire

shall have an opportunity of being heard in opposition to or in favor of the

proposed resolution.

Adopted: MAY 2 4 2022



#### APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kelley Johnson Care Keepers Healthcare U.S. Public Convenience and Necessity to operate:	, individua	illy or on behal	fof
Care Keppers Healthicage U.C.	, hereby makes applicatio	n for a Certifica	ate of
Public Convenience and Necessity to operate	a public service vehicle(s) within	the City of Mol	oile and
submits the following facts in support of this a		•	
	(* * ) en a constituitation		
I. Certificate Information			
Name of Person or Legal Entity seeking certific	cate:		
Care Keepers Healthcare LLC,			
Mobile Business Address: <u>320 Stanton Rd</u>	unit 334		
Telephone: <u>251 329 3041</u>	Trade Name (d/b/a):		
II. Business Information			
A. If applicant is an individual (sole	proprietor) please provide:		
and the			
Birthdate:	SSN:		
Mobile Residence:			
Wobile Residence.	11.13/	AL	21.1.11
Address	/// ODITE	State	34617 Zip
code	City	State	ZIP
Telephone Number: 251 329 304/	Driver's License #:	8661603	
2			
Residing in Mobile County: Years:	Months:	_	
U.S. Citizenship: Yes No			
o.s. citizenship: fes_v No	<del></del>		
I attest, under penalty of perjury that	l am:		
A citizen or national of the United			
A lawful permanent resident	States		
(Alien#A	)		
an alien authorized to	work until / /		
(Alien# or Admission#			
B. If applicant is a legal entity, pleas	se provide:		
Incorporated State of Incorporation	7		
Partnership L.L.C Other	r: (please specify)		
Business Address: 300 Stanton Vd Mark	Unit 221 Mobile Al no	47	



Name	mbers, and et	tle	Address	Amou	unt of Stock Held (if
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Kallen Ja	hnem (	E.O	300 Stanton Rd	unit 334	
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Name	Date	A	mount	Location	Disposition
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Class of ser	vice to be fu <mark>r</mark> ni	shed: (Check only o		Carriage	Other <b>I</b>
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Class of ser  Taxicab  Location of  What will be  How many  (No. 1)  Vehicle Des  Make: No. 1	Sedan terminal/depo terminal/depo e your days and vehicles (carria Note: carriages	Shuttle Shuttle Hours of operations are limited to a ma	Horse Drawn ( s: on? to operate? eximum of ten car  Year:2020	riages)	Model: Alfina
Class of ser  Taxicab  Location of  What will be  How many  (I)  Vehicle Des  Make:  Make:	Sedan terminal/depore your days and vehicles (carriages cription:	Shuttle Shuttle shed: (Check only of Shuttle should be stable shours of operation ges) do you intend are limited to a magnitude shed shed shed shed shed shed shed sh	Horse Drawn ( s: on? to operate? eximum of ten car  Year:2020 Year:	riages)	



#### I hereby authorize the investigation of all statements contained in this application. I certify that:

- 1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
- 2. All of the foregoing statements are true and correct to the best of my knowledge;
- 3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
- 4. I have read and understand Chapter 59 of the Mobile City Code;
- 5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

NAME OF ENTITY:

Care Keepers Healthcare LLC,

By: Kelley A. Johnson
Its CEO

Notary Public

My Commission Expires: March 24, 2024



(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

#### **AUTHORIZATION FOR RELEASE OF POLICE RECORDS**

Name: Kelley Ann Johnson
Nickname(s) or Maiden Name:
Current Address: 320 Starton Rd Mobile, Al 36617
Previous Address:
Personal Description:
Height: 5'8
Weight:
Hair Color: brown
Eye Color: Brown
Social Security Number: _
I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.
Ledo
Signature
DS-05-2022
Date signed



(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

## BACKGROUND INFORMATION SHEET CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kallan J.	25.40	1	
Date of Birth:	15 <i>a</i> n	ritv#: 592 - 37 SP	9 7
Present Address: 320	Stanton Rd Aprt 334		
Home Phone Number:	25/ 329 304/	Work Phone Number:	
*,	Attach a copy of your curren	t driver's license to this	sheet*
Present Employer and A	Address:		
Judicial History:			
	een convicted of a felony or		
	alcoholic beverage law; or ha		
	such violation. Failure to pro	perly list all convictions	will result in denial of this
application.			
VIOLATION	ILIDISDICTION/COLIDT	DATE OF CASE	DISDOSITION
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
	nts pending, giving the name	s of persons against wh	ich such judgements are
pending and the amour	nt of all unpaid judgements.		
Give nature of all trans:	actions or acts giving rise to t	hasa judgaments	
Give hature of all trails	actions of acts giving rise to t	nese judgements.	
Give name and location	of court in which judgemen	its were entered and dat	te entered.
	the penalties of perjury tha	it the above informatio	n is true and correct to the
best of my knowledge	and belief.		
Sehh ~	15-05	- 2022	
Signature		Signed	

## Personal Data Report

General	Descriptors			And the second s
Name:	JOHNSON, KELLEY ANN			
Address	: 320 STANTON ROAD APARTMENT	Nick Name:	NO	T VALID WITHOUT
Dhanai	MOBILE ALABAMA 36617		993 POL	MBOSSED SEA
Phone:	251-329-3041 B - BLACK/AFRICAN	DOB: 11/2/19	003	F THE MORUE
Race:	AMERICAN	DOB: 11/2/1:	POL	ICF DEPARTMENT
Sex:	F e	Age: 28	market and the second	- DEMARIMENT
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Height:		Facial:		
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	on this subject in NO RECORI	dicates	X	NEC 692 37 5597
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#### **AGENDA ITEM SUMMARY SHEET**

**Agenda of:**6/14/2022

**Submitted by:** 

Lisa C. Lambert, City Clerk

**Sponsored by:** 

Councilmember Jones

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

**ATTACHMENTS:** 

Description Type Upload Date Resolution Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 2:13 PM

## RESOLUTION

Sponsored by: Councilmember Jones

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Ruffin Graham is appointed to the Golf Course Advisory Committee effective immediately for a term ending June 7, 2025.

Adopted:	
----------	--

City Clerk



#### **AGENDA ITEM SUMMARY SHEET**

**Agenda of:**6/14/2022

**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 packet Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 2:23 PM

### RESOLUTION

Sponsored by: Councilmember Carroll

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

Type of application:

Special Events Retail License

Submitted by:

Bar B Quing With My Honey Restaurant and Bar, LLC

Location:

Blues on the River 101 S. Water Street Cooper Riverside Park Mobile, AL 36602

Adopted:

City Clerk



### OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

REV. LEVON CHARLES MANZIE PRESIDENT - DISTRICT 2

C. J. SMALL VICE PRESIDENT - DISTRICT 3

FREDRICK D. RICHARDSON, JR.
DISTRICT 1

JOHN C. WILLIAMS

JOEL DAVES

DISTRICT 5

BESS RICH DISTRICT 6

GINA GREGORY

DISTRICT 7

CITY CLERK
LISA C. LAMBERT

APPLICATION LETTER (CONTROL) NUMBER 5504

## REVENUE DEPARTMENT FORWARDED TO CITY CLERK 06.07.2022

Note: If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board

P.O. Box 1151	ntrol Board
Montgomery, AL 36101	
Gentlemen:	
The City Council of the City of M	obile does hereby consent to the issuance of:
140 - SI	PECIAL EVENTS RETAIL
	(Type of License)
TO:BAR B QUING WITH M	MY HONEY RESTAURANT AND BAR LLC
Trade Name: BLUES ON T	HE RIVER
Location:101 S WATER STREET (	(COOPER RIVERSIDE PARK) MOBILE AL 36602
This business is located within the	City's corporate limits.
Comments: EVENT DATE 06.18.2022	Yours Very Truly,
CONTROL ENTRANCE AND EXIT. LIQUOR,	
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. LIQUOR, BEER AND WINE TO BE SERVED IN 90Z CUPS. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE	Mobile City Council President



### OFFICE OF THE CITY COUNCIL

COUNCILMEMBERS

REV. LEVON CHARLES MANZIE PRESIDENT - DISTRICT 2

C. J. SMALL VICE PRESIDENT - DISTRICT 3

FREDRICK D. RICHARDSON, JR. DISTRICT |

JOHN C. WILLIAMS DISTRICT 4

JOEL DAVES

DISTRICT 5

BESS RICH DISTRICT 6

GINA GREGORY DISTRICT 7

CITY CLERK
LISA C. LAMBERT

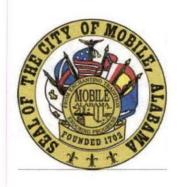
APPLICATION LETTER (CONTROL) NUMBER 5504

## REVENUE DEPARTMENT FORWARDED TO CITY CLERK 06.07.2022

Note: If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control	Board	
P.O. Box 1151		
Montgomery, AL 36101		
Gentlemen:		
The City Council of the City of Mobil	le does hereby consent to the issuance of:	
140 - SPEC	CIAL EVENTS RETAIL	
(7	Type of License)	
TO:BAR B QUING WITH MY I	HONEY RESTAURANT AND BAR LLC	
Trade Name: BLUES ON THE	ERIVER	
Location: 101 S WATER STREET (CO	OPER RIVERSIDE PARK) MOBILE AL 36602	
This business is located within the Cit	y's corporate limits.	
Comments: EVENT DATE 06.18.2022	Yours Very Truly,	
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. LIQUOR, BEER AND WINE TO BE SERVED IN 90Z		
CUPS. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE	Mobile City Council President	
Signature of above applicant		
Date applicant signed for this approva	al letter	

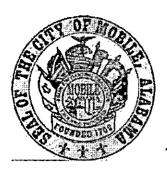
**AGENDA DATE: 06.14.2022** 



# CITY OF MOBILE MOBILE, ALABAMA

#### REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL	RE: ALCOHOLIC BEVERAGE LICENSE
	APPLICATION NUMBER 5504
✓ NEW APPLICATION TR	ANSFER-OWNERSHIP TRANSFER-LOCATION
BAR B QUING WITH MY HONEY REST	AURANT AND BAR LLC has filed application with the City of
(Name of Applicant)	140 - SPECIAL EVENTS RETAIL
Mobile Revenue Department for a _	
	(Type of License)
and is applying to the City of Mobile license to be issued to:	e requesting Council approval for State A. B. C. Board
APPLICANT: BAR B QUING W	VITH MY HONEY RESTAURANT AND BAR LLC
TRADE NAME: BLUES ON TH	IE RIVER
LOCATED AT: 101 S WATER ST	REET (COOPER RIVERSIDE PARK) MOBILE AL 36602
YES NO N/A - A	as property owner list been supplied? re there churches or schools in this vicinity? ny outstanding licenses/taxes on this business?
License will not be issued until two Council are received by City Reve	(2) letters of approval and copy of resolution passed by nue Department.
	BY. R SHAWN SKINNER
	BY: R SHAWN SKINNER (Revenue Department Representative)
CONTACT: TIMOTHY J WITH	ERSPOON PHONE#: 251.680.5934



## CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: NEW	
Application Date:_	
Application No.	5504

Type License: 140 - SPECIAL EVENTS RETAIL

Type License: N/A

	clise. IVA		
Name of Applicant(s)_B	4R B QUING WITH	MY HONEY RESTAURA	NT AND BAR LLC
, ,	Ownership: LLC		
Name and address of inc	dividual, partners, and	members, association, corpora	te officers, etc
NAME/D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
WITHERSPOON, TIMOTHY JEROME AL 3657608	MEMBER	11.01.1957 MOBILE AL	4423 BRUNSWICK DRIVE EIGHT MILE AL 36613
		W	
Corporate information:	913 526	Date: 09.27  ment info) (Incorporation of	County:
Trade Name BLUES O	N THE RIVER	1 :	
Location I GOVERN	IMENT STREET M	OBILE AL 36602	
Mailing Address 4423 B	RUNSWICK DRIVE	, EIGHT MILE AL 36613	
	(Include Street	or Post Office Box Address City	State, and Zip Code)
Previous Licensee	: Information	Transferce	
Licensee Name			Туре
Trade Name			License No#
These premises are located Alabama.	l in the: Corpo	orate Limits	
Location (location transf	er only)		

What is the applicant(s) p	rimary business at this location?	SPECIAL E	VENT
Has ANYONE, including declined? NO	manager or applicant, had a City of (if yes explain)	Mobile, Federal/State license susp	pended, revoked or
Has a liquor, wine, malt of revoked? NO	r brewed beverage license for these (if yes explain)	premises ever been denied, suspen	nded, surrendered
Are the applicant(s) name be licensed? YES	d above, the only person(s), in any n	nanner, interested in the business s	ought to
Do any of the applicants, member thereof, currently is it located?	whether individual, partnership, ass have an alcoholic beverage license	ociation, corporation, or company, in the State of Alabama? If so, wh	any officer, director, or at type of license and where
YES BARBQUING	W/MY HONEY RESTAUR	ANT AND BAR LLC - 261	7 DAUPHIN STREET
020 - RESTAURAN	TRETAIL	att.	
or not) of ANY law violat	y interest, whether as sole applicant, ion? YES	1	* *
(If YES, explain to Law v	tolation Section) Signature of app	sticant Severthy Flit	herpoon
eodes/ordinances rules and Beverage Control Act, as of alcoholic beverages. T regulation promulgated by that should he or she viola no license can be again is no changes in the manner	a license is issued as herein above a d regulations of the City of Mobile, a appears in Code of Alabama, Title 2 he undersigned, if issued a license as the Board relative to all Alcoholic te any provisions of the aforemention and to said licensee for a period of a of operation and no deletion or disca d without written approval of the Cit	and fully observe the provision of 8, and all laws of the State of Alab sherein requested, further agrees to Beverage Control Board. The under ned laws his or her license shall be one year. The undersigned further ontinuance of any services of facility	the Alabama Alcoholic pama relative to the handling o obey all rules and dersigned hereby understands a subject to revocation and runderstands and agrees that ities as described in this
COUNTY OF MOBIL	ETITLE	MEMBER	DATE 06.07.2022
The undersigned BLUES	ON THE RIVER (SPECIAL EVEN	T) - TIMOTHY J WITHERSPOOnber if Partnership or Association	N
Applicant for the Alcoholi all statements therein and business for which license	c Beverage license requested, hereb the facts set forth are true and correct is requested.	y swears and affirms that he/she he it, and that the applicant is the ord Curolly Wilks Signature of Affiant	as read said application and person interested in the
Sworn to and subscribed b	cfore, me this 07 day of	Juné Yes	ar <u>2</u> 022
2 Show S SIGNATURE OF NOTAR	Keine		
SIGNATURE OF NOTAR			



GENERAL APPLICAT	NOL	INFORMATIO	ON		
Contact Person_TIMOT	HY	J WITHERS	POON	E-m	SPOONPROFESSIONAL@GMAIL.COM
Phone Number: Home:	251	.680.593 <b>6</b> -	Cell: 25	1.680:593 <del>6 </del> Bus	251.680.5934
Do the premises have a fi	ılly e	quipped and ope	rational kitchen	? NO	
Does the establishment ha	ave re	estroom facilitie:	s?·YES		
Is place of business habit	ually	used for providi	ing food to the p	ublic? NO	
Are these premises equip	ped w	vith services and	facilities for on	premise consumption of alcoho	olic beverages? YES
Will this business be open	rated	PRIMARILY as	s a package store	? NO	
Building seating capacity	T		License	premises includes patio area /	10
Square Footage 10	000	<u>-</u>			
License covers: OTHER	<u>.</u>				
License Structure: SING	LES	STRUCTUŖE		•	
Is location within city lim	its?	YES			
Proprietors, Partners, Cor	porat	e Officers). Incl	ude the charge (	te past ten years on every party whether or not there was a convaffic violations, except DUI an	to the application (Sole - vinction), date of charge, name of d Reckless Driving, If no record
	ļ.,				
NAME		VIOL	ATION	ARRESTING AGENCY & DATE	DISPOSITION
NAME WITHERSPOON, TIMOTHY JEROME AL 3657008		FAILURE TO			DISPOSITION PAID FOR TAG
WITHERSPOON, TIMOTHY JERÔME		FAILURE TO	APPEAR IN	AGENCY & DATE 09.26.2018	
WITHERSPOON, TIMOTHY JERÔME		FAILURE TO	APPEAR IN	AGENCY & DATE 09.26.2018	
WITHERSPOON, TIMOTHY JERÔME	ment	FAILURE TO COURT FOR I	APPEAR IN	AGENCY & DATE 09.26.2018	
WITHERSPOON, TIMOTHY JEROME AL 3657008  Filing Fee Acknowledge		FAILURE TO COURT FOR I	APPEAR IN EXPIRED TAG	AGENCY & DATE 09.26.2018	PAID FOR TAG
WITHERSPOON, TIMOTHY JEROME AL 3657008  Filing Fee Acknowledge		FAILURE TO COURT FOR I	APPEAR IN EXPIRED TAG	AGENCY & DATE 09.26.2018 SARALAND POLICE DEPT	PAID FOR TAG
witherspoon, timothy JEROME AL 3657008  Filing Fee Acknowledge I understand that if my ap	plica	FAILURE TO COURT FOR I	APPEAR IN EXPIRED TAG	AGENCY & DATE 09.26.2018 SARALAND POLICE DEPT	PAID FOR TAG
witherspoon, timothy JEROME AL 3657008  Filing Fee Acknowledge I understand that if my ap Signature of Applicant:	plica um hip	tion is denied or	APPEAR IN EXPIRED TAG	AGENCY & DATE 09.26.2018 SARALAND POLICE DEPT will not be refunded the filing f	PAID FOR TAG
WITHERSPOON, TIMOTHY JEROME AL 3657008  Filing Fee Acknowledge I understand that if my ap Signature of Applicant: Lease /Property Owners	plica Less	tion is denied or coliny III	APPEAR IN EXPIRED TAG	AGENCY & DATE 09.26.2018 SARALAND POLICE DEPT will not be refunded the filing f	PAID FOR TAG



# Business License & Taxes Bill Detail

View Bill	
Bill Year	2022
Bill Number	316073
Owner Name	BLUES ON THE RIVER (SPECIAL EVENT)

	1	View payments	/adjustments
Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	\$0.00	\$50.00
SUBTOTAL :		\$0.00	\$50.00
Payments/Adjustments	when the in the state of the st	والمرافق المرافق المرا	\$0.00
Total Unpaid Balance	1971 - 19 Martin M. Malaka wanya mikananaya haya iliyan saya waki nayan	e a second of the second of th	\$50.00
TOTAL DUE			\$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

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

028658-0002 SHAWN 5. D6/07/2022 10:28AM

BUSINESS LICENSE

BLUES ON THE RIVER (SPECIAL EVENT)

122224

2022 Item: 1316073 ALCOHOL APPLICATION

FEE 50.00

50.00

Subtotal 50.00

Fee: CC FEE 1.50

Total 51.50

CREDIT CARD 51.50 Ref Number APPR 731045 - 8615

Change due 0.00

Paid by: BLUES ON THE RIVER (SPECIAL ' EVENT)



Thank you for your payment CUSTOMER COPY

臣 5504



## STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



**ALCOHOL LICENSE APPLICATION** Confirmation Number: 20220518092316856

Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 County: \$150.00

Type License:

State:

County:

Trade Name: BLUES ON THE RIVER

Filing Fee: \$50.00

Applicant: BAR B QUING WITH MY HONEY RESTAURANT AND BAR LLC Transfer Fee:

Location Address: 101 S WATER STREET COOPER RIVERSIDE PARK

MOBILE, AL 36602

Mailing Address:

4428 BRUNSWICK DRIVE

EIGHTMILE, AL 36613

County: MOBILE

Tobacco sales: NO

**Tobacco Vending Machines:** 

Product Type:

Type Ownership:

Book, Page, or Document info: 913 526

Do you sell Draft Beer?:

Date Incorporated: 09/27/2021 State incorporated: Al

County Incorporated: MOBILE

Date of Authority: 09/27/2021

Federal Tax ID: 87-2818624

Alabama State Sales Tax ID: R011197833

Name:	Title:	Date and Place of Birth:	Residence Address:
TIMOTHY JEROME WITHERSPOON 3657008 - AL	MEMBER	11/01/1957 MOBILE	4423 BRUNSWICK DRIVE EIGHT MILE, AL 36613

Has applicant complied with financial responsibility ABC RR 20-X-5-.147 YES

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

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

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

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

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

Contact Person: TIMOTHY WITHERSPOON

Business Phone: 251-680-5936

Fax:

Home Phone: 251-680-5934 Cell Phone: 251-680-5934

E-mail: BBQWMHRB@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: Applicant:

Previous License Number(s)

License 1: License 2:



## STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



**ALCOHOL LICENSE APPLICATION** 

Confirmation Number: 20220518092316856

If applicant is leasing the property, is a copy of the lease agreement attached? YES Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-7865 What is lessors primary business? CITY GOVERNMENT Is lessor involved in any way with the alcoholic beverage business? YES

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 10000

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: OTHER

Number of licenses in the vicinity: 1

Nearest: 1

Nearest school:

Nearest church:

Nearest residence: 1 blocks

Location is within: CITY LIMITS

Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

•	Violation & Date:	Arresting Agency:	Disposition:
TIMOTHY WITHERSPOON	FAILURE TO APPEAR IN COURT FOR EXPIRED TAG 09/26/2018	SARALAND POLICE DEPARTMENT	



# STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



# ALCOHOL LICENSE APPLICATION Confirmation Number: 20220518092316856

ininai each	l	1	Sign	ature page		
-3/W	In reference to	aw violation	s, I attest to the truthl	ulness of the re	sponses given within the application.	
1(u)	In reference to	the Lease/pr	operty ownership, I a	ttest to the truth	fulness of the responses given within	
	the application.					
TAU	In reference to	ACT No. 80-	529, I understand the	it if my application	on is denied or discontinued, I will not be	
	refunded the fill	ng fee requi	red by this application	1.		
TMI)	In reference to	Special Reta	il, Special Events ret	ail licenses, and	Wine Festival and Wine Festival Participal	nt
(800)	licenses, l'agre	e to comply	with all applicable lav	rs and regulation	ns concerning this class of license, and to	
3	observe the sp	eciai terms a	nd conditions as indi	cated within the	application.	
XVV	In reference to	the Club App	olication information,	l attest to the tru	thfulness of the responses given	
	within the appli	cation.				
XVV	In reference to	the transfer	of license/location, 1 a	ittest to the truth	fulness of the Information listed on the	
	attached transf	er agréemen Í	t.			
THO	in accordance	with Alabam	a Rules & Regulation	з 20-X-501(4),	any social security number disclosed	
- Aro	under this regu	ation shall b	e used for the purpos	e of investigation	on or verification by the ABC Board	
	and shall not be	e a matter of	public record.			
781	The undersigne	d agree, if a	license is issued as	herein applied fo	or, to comply at all times with and to fully	
<u> </u>	observe all the	provisions o	f the Alabama Alcoho	olic Beverage Co	ontrol Act, as appears in Code of Alabama,	
V	Title 28, and al	laws of the	State of Alabama rel	ative to the hand	iling of alcoholic beverages.	
	The undersigne	ed, if issued	a license as herein re	quested, further	r agrees to obey all rules and regulations	
	promulgated by	the board r	elativo to all alcoholic	beverages rece	elved in this State. The undersigned,	
	if issued a licer	se es hereir	requested, also agn	es to allow and	hereby invites duly authorized agents of	
	the Alabama A	ccholic Bev	srage Control Board	and any duly cor	mmissioned law enforcement officer of	
	the State, Cou	nty or Munici	pality in which the lio	ense premises a	are located to enter and search without	
	a warrant the li	censed pren	nises or any building	owned or occupi	ied by him or her in connection with	
1	said licensed p	remises. Th	e undersigned hereb	y understands th	hat he or she violate any provisions of the	
	aforementione	i laws his or	her licenso shall be :	subject to revoca	ation and no license can be again issued	
-	to said licenses	i e for a period	l of one year. The ur	dersigned furthe	er understands and agrees that no changes	in
e production of the contract o	the manner of	pperation an	đ no deletion oc discr	intinuance of an	y services or facilities as described in this	
3.			•		governing body and the Alabama	
. 1	Alcoholic Beve	rage Contro	Board.			
[ /SW	I hereby swear	and affirm t	hat I have read the ap	optication and al	statements therein and facts set forth are	true
	and correct, ar	d that the as	plicant is the only pe	rson interested i	in the business for which the license	
•	is required.				_	
Applicant N	lame (print):	TIMO	thy J WIT	herso	oon Sk	
		1. A	1	•		
Signature o	of Applicant:	temos	ky Muth	entabasan (	L	
Notary Nar	ne (print): 🧷	andy	Durkan	$\smile$		
Notary Sigi	nature:	waly b	Deukan	- Co	ommission expires: 9/17/25	
Application	Taken: 5//	8/221	pp. Inv. Comple	ted:	Forwarded to District Office:	
	to Local Gov				Received from Local Governme	
Received in	District Off	īce:	Reviewed by St	pervisor:	Forwarded to Central Of	fice:



# STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220518092316856

## Private Clubs / Special Retail / Special Events / Wine Festival Participants licenses ONLY

#### **Private Club**

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? More than 30 days?

Franchisee or Concessionaire of above? Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 06/18/2022 Ending Date: 06/18/2022

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD AT COOPER RIVERSIDE PARK ON JUNE 18, 2022. ENTRANCE/EXITS WILL BE CONTROLLED. BEER, WINE AND LIQUOR WILL BE SERVED IN 9 0Z PLASTIC CUPS. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Spw

Agent's Initials:

Other Explanations

License Covers: CITY PARK

Is the lessor involved in any way with the alcohol beverage business?: OWNES BAR

B QUING WITH MY HONEY RESTAURANT AND BAR



## Filing/Transfer Fee Forfciture Acknowledgement

I hereby understand that I have 5 working days to submit my alcohol application to the local governing body for approval. I understand that failure to submit my application within 5 days will result in forfeiture of my filing fee or transfer fee.

The application process must be completed within sixty (60) days from start to finish.

251-208-7865

I also further understand that if my filing fee or transfer fees are forfeited, an additional filing or transfer fee is required to resubmit my alcohol application.

Trade Name:	BLUES ON THE F	RIVER
Applicant:	BAR B QUING W	ITH MY HONEY RESTAURANT AND BAR LLC
Location:	101 S WATER ST. CO	OOPER RIVERSIDE PARK MOBILE AL 36602
e.		Ł
Applicaton will be	e forfeited after:	Saturday, June 18, 2022
Limothy With	terspoonSe	sign here 5/18/22
	icant's Signature	Date
Local governing b	oody:	
7	Shawn Skinner	;
f	City of Mobile Rever	. <del>*</del>
	Shawn Skinner City of Mobile Rever	. <del>*</del>



Location:

## On Premises Inspection & Photographs Acknowledgement

I hereby understand that it is my responsibility to notify the Division A Licensing & Compliance personnel at (251) 653-0015 that my location is ready for on premises inspection and photographs. After my location is ready for photographs, compliance specialist may take up to 10 days to schedule and process these photographs.

If the facilities at my location to be licensed fails to conform with standards and requirements established by federal, state, county, municipal health department and the ABC Board, my license issuance will be delayed.

Trade Name:	BLUES ON THE RIVER
Applicant:	BAR B QUING WITH MY HONEY RESTAURANT AND BAR LLC

101 S WATER ST. COOPER RIVERSIDE PARK MOBILE AL 36602

Juneth Wherwoods Spature S/18 122
Date

## INFORMATION SHEET

Contact Person: Tim othy J. Witherspoon St Phone #: 251-680-5934
Contact Person: Timothy J. Witherspoon St Phone #: 251-680-5934  Business Name: Productions Blues on the River
Corporation Name: DAR OLING with new Hone, Ristaurant Backle
Business Address: 4925 Water ST, Booper River Side Park 36602
NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama.
Alabama. County ; (Enter book and page or document info)  Date
(Incorporation or Authority)
Is business equipped with table & chairs? Building seating capacity;
Does the premises have a fully equipped and operational kitchen?
Is the place of business habitually used to serve food to the public?
If not kitchen equipped, is any type of food served? If yes explain:
Square Feet of building
For a SPECIAL EVENT, list dates: from June 18 7072 to June 18, 7072  Type of Event Music Festival
IF OPERATING AS A PRIVATE CLUB:
⇒ Does club charge & collect dues from elected members?
⇒ How many paid-up members are there in the Club?
⇒ Are regular meetings held? If so, when?
⇒ Is business conducted through officers regularly elected?
⇒ Are members admitted by written application, investigation & ballot?
⇒ For what purpose is the Club organized & operated. Social ; Patriotic ; Political ; Athletic
⇒ Does the property used, as well as the advantages, belong to all the members?
Does the Club maintain in the establishment a special space & accommodation where, in
consideration of payment, food, with or without lodging is habitually served?
Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?

### **OWNERS INFORMATION SHEET**

years old.	corporate officer mu	st be inc	luded on the ap	plication and	d each must be at least 21
Name of Applicant(	s): <u>DU BOUL</u> Note: Your Con	16 Wr posation o	h Restau or LLC's name w	CANT + I	Bafle.
(Check On	e) ( ) Sole Propri	ietorship	( ) Corporat	ion ( ) Pa	arinership ( ) LLC
Fill in information bel					LLC Members
Full Name (First, Mid	dle, Lasi) 1 Mo				
Social Security		ce:_	Black	Sex: (V)	M ( )F
Driver License#	;	<b>.</b>	State A/	<u> </u>	
Title (i.e. Owner, Pres	ident, Member) 🍴	em	ber (	Sole)	
Date of Birth //	l	_			
Place of Birth	Mobila	<u>.</u>	AL Sum		United States
Present Address:	·   •	jid I	KEYH+Mi Ciry	le AL State	
Length of Time at Ad	ress: 43465	Home#	<u>!</u>	_ C	eli# <u>251-680-593</u> 4
**************	 	*****	*******	*++**	******
Full Name (First, Mid	dle, Last)				
Social Security #		Race:_		Sex: ( )	M ( )F
Driver License#		_	State	<del>-</del>	
Title (i.e. Owner, Pres	ident, Member)				<u></u>
Date of Birth	<i> </i>	<b>-</b>			
Place of Birth			Section		N
	ounty	,	State		Nation
Present Address:St	reet Address (Apt#)		City	State	Zip Code
Length of Time at Add	dress:	Home#		_ C	el#
*****	******	*****	***********	4444444	****

# ALABAMA Center for Health Statistics

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FATIGE'S HAVE	<del></del>	11.000	Stang St.	BIRTH	135.741	HATE BIATE OF B	IRTH.
Not_Stated			Not St	bated	No	t Stated	
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This is an official certified copy of the original record filed in the Conter of Health Statistics, Alabama Department of Public Health, Hontgodery, Alabama 2014-296-284-5

July 1, 2014

Catherine Molchan Donald

State Registrar of Vital Statistics



## ALABAMA LAW ENFORCEMENT AGENCY

Kay Ivey Governor

HALTAYLOR SECRETARY

## RECORDS AND IDENTIFICATION DIVISION

301 S. RIPLEY STREET / P.O. BON 1511 / MONTECOMENT, AL. 36102 PRIONE 334.676-6000/ ALEAGOV

November 2, 2021

Dear Mr. WITHERSPOON

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI Includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

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

Respectfully,

W. Avery Morris, CLEE
Operations Commander

Criminal Justice Information Services Division

Alabama State Bureau of investigation

```
TCN:8002101460
-MAME-WITHERSPOON.TIMOTHY JEROME
11-02-2021 15:11 ALLEA0049
*ATN/TCN8002101460
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02087937
***** THERE ARE NO MORE INQUIRIES NECESSARY ON THIS
***** RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE.
    ************** NOTICE AND WARNING ***********
        THIS RECORD IS CONFIDENTIAL AND RESTRICTED
        FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.
        THIS IS NOT THE PUBLIC RECORD OF THE EVENTS
        DEPICTED AND DISSEMINATION IN VIOLATION OF
        THIS RESTRICTION WILL SUBJECT THE OFFENDER
        TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL
        PENALTIES, THIS DOCUMENT MUST BE SECURED AND
        DESTROYED BY BURNING OR SHREDDING WHEN NO
        LONGER NEEDED.
*-ALABAMA CRIMINAL HISTORY-
                                      REPORT DATE: 11-02-2021 *
                               STATE ID NO. FBI ID NO.
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 *WITHERSPOON, TIMOTHY
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*ALIAS NAMES
 * WITHERSPOON, TIMOTHY D
 * WITHERSPOON, TIMOTHY JEROME
 FILE NUMBER BIRTH DATE SOCIAL SECURITY
                                           OCCUPATION
 *02087937
                                           LANDSCAP
 *ARREST-01
   DATE OF ARREST - 06-07-2007
   AGENCY - MOBILE CO SHERIFFS DEPT ORI - AL0020000
     NAME - WITHERSPOON, TIMOTHY
       CHARGE 01 - 5005 CONTEMPT OF COURT-CONTEMPT OF COURT*
       DATE OF OFFENSE - 06-07-2007
       AGENCY CASE NO. - 2007011073 -
 *ARREST-02
   DATE OF ARREST - 08-06-2007
   AGENCY - MOBILE CO SHERIFFS DEPT ORI - AL0020000
     NAME - WITHERSPOON, TIMOTHY )
       CHARGE 01 - 5005 CONTEMPT OF COURT-CONTEMPT OF COURT*
       DATE OF OFFENSE - 08-05-2007
```

XXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXX

* AGENCY CASE NO 2007015043	4
*ARREST-03	*
* DATE OF ARREST - 09-26-2018	1
• AGENCY - SARALAND POLICE DEPT ORI - AL0020500	•
* NAME - WITHERSPOON, TIMOTHY DEROME	4
* CHARGE 01 - 5015 FAILURE TO APPEAR-EXPIRED TAG	1
DATE OF OFFENSE - 10-04-2017	*
* AGENCY CASE NO TR249162	4
*YOTAL NUMBER OF ARRESTS- 3	*
*RECORD LAST UPDATED 11/02/2021	•
*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED	4
IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR	•
*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH	4
*THE ARRESTING AGENCY THAT FURNISHED THE DATA.	•
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE	1
*BY CRIMINAL JUSTICE AGENCIES ONLY.	*
*LAST PAGE ON SID AL02087937	1

SEQ # 965 MRI # 24411305

THE REGISTERED OFFICE (MUST BE LOCATE
SS):
TY COMPANY.
· · · · · · · · · · · · · · · · · · ·
(for sos office usk only)
Alabama Sec. Of State
913-526 DLL
Date 09/27/2021 Time 16:04:00 File \$100.00 County \$100.00 Exp \$0.00
Total \$200.00

6. THE UNDERSIGNED SPECIFY ATTACHED ARE ANY O	09/27/2021 16:04:24 AS THE EFFECTIVE DATE AND THE TIME OF FILING THER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN
1.1	Office Address  SR 4423 BRUNSWICK DR EIGHT MILE, AL 36613  27/2021  TIMOTHY J WITHERSPOON SR MANAGING MEMBER ELECTRONIC SIGNATURE & TITLE

John H. Merrill Secretary of State P.O. Box 5616 Montgomery, AL 36103-5616

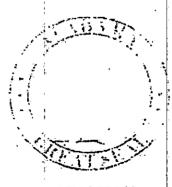
# STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

BAR-B-QUING WITH MY HONEY RESTAURANT & BAR LLC.

This name reservation is for the exclusive use of TIMOTHY J WITHERSPOON SR, 4423 BRUNSWICK DR, EIGHT MILE, AL 36613 for a period of one year beginning September 27, 2021 and expiring September 27, 2022



RES978019

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

September 27, 2021

Date

X24. Menill

John H. Merrill

Secretary of State

Date of this notice: 09-27-2021

Employer Identification Number:

87-2818624

Form: SS-4

Number of this notice: CP 575 A

BAR-B-QUING WITH MY HONEY
RESTAURANT & BAR ILC
TIMOTHY J WITHERSPCON SR SOLE MBR
4423 BRUNSWICK DR
EIGHT MILE, AL 36613

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

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

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-2818624. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

βorm 940 Form 944

01/31/2022 01/31/2022

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

We assigned you a fax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. I (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

## 2022



#### SALES TAX LICENSE

## State of Alabama

Alabama Department of Revenue

ISSUED TO:

BARBOUING WITH MY HONEY RESTAURANT & BAR LLC

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THE SAME AND A STATE OF		THE STREET	District Colors and I
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SIS	R011197833	11/1/2021	12/31/2022
350	1/01/110/020	11/116/06/	100:100

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

HON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS HAVE APPEARS ABOVE IS NOT TRANSFERABLE.

THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABANA DEPARTMENT OF REVENUE

Derick Colona

Deputy Commissioner

NATCS CODE: 722410

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2617 DAUPHIN ST MOBILE AL 36606-4810



CITY OF MOBILE
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

Park Scheduling Confirmation Acknowledgment No.: 01043933

Facility: Cooper Riverside Park - 101 South Water Street, Mobile, AL 36602, Mobile, AL.

36602 Date Printed: 5/9/2022

Applicant: Bar-B-Quing with My Honey Restaurant and Bar, LLC (Bar-B-Quing with My Honey Restaurant and Bar, LLC)
4423 Brunswick drive , Eightmile, AL 36614, (252) 680-5934

Organization:

Event Blues on the River

# of Attendees:

Cooper Riverside Park; 500

Equipment Needed:

Reservation Date

From: 6/17/2022 2:00 PM

To: 6/17/2022 10:00 PM

Reservation Fee: \$50.00 Security Deposit: \$200.00 Total Amount: \$350.00

Payment Records: Amount Paid: \$350.00 Amount Due: \$0.00

The use of all public park grounds is free on a first-come, first-served basis. This application is for your convenience in scheduling and to prevent 2 large groups in one area at the same time IF POSSIBLE.

A flat \$50,00 fee is charged for the use of Bienville Square Gazebo, The Mobile County Bicentennial Pavillon at Medal of Honor Park & the Performing Arts Pavillon at Langan Park. ELECTRICITY is PROVIDED at Bienville Square Gazebo, The

Mobile County Bicentennial Pavillon at Medal of Honor Park, the Performing Arts Pavillon at Langan Park, Cathedral Square, and Mardi Gras Park. The fee for electricity is \$50 for the first four (4) hours and \$30 per hour for each additional hour.

A \$200 refundable service fee will be charged and refunded if no call out for service occurs. All fees must be paid at least 10 days before the event. Fees will be refunded if not used provided a 24-hour notice is given if the facility will not be used.

Fees must be pald by cash, money order, credit or debit card.

No food or drinks are allowed under the Performing Arts Pavilion or the Mobile County Bicentennial Pavilion. Large groups must furnish their own uniformed police protection. City Ordinance prohibits LOUD AMPLIFIED MUSIC in the parks. The party using the Park facility has been informed of the Noise Ordinance adopted by the City Council of the City of Mobile and signed by the City Clerk and will be in full force and offect from end after its adoption date of August 2, 1994. The City of Mobile DOES NOT PROVIDE ELECTRICITY OR ELECTRICAL HOOKUPS FOR ANY USE AT ANY PARK OTHER THAN THOSE INCLUDED ABOVE or water for entertainment or play equipment at any park. Electric service may or may not be available at the picnic pavillons at Langan Park and Lake Drive Tricentennial Park. If the electric service is not working at those facilities, no repair service will be called out. No vehicles allowed on the grass.

FOLLOW ALL COVID Guidelines.

Practice Social Distancing at ALL times.

Wash hands or use hand sanitizer frequently.

Wear a face mask when possible.



	RECREATION
	S WILL LEAD TO PERMITS/RESERVATION PERMISSIONS BEING REVOKED.
Applicant Signature:	July 1
Advater the Locations and St CHILEGS	D AT Langan Park Tables, Lake Drive Tricentennial Tables, the Gazebo at Bienville al Square and the Performing Arts Pavilion at Langan Park and the Mobile County or Park. No other use of any park area will be considered a reserved area or event.
*P[	EASE BRING THIS FORM WITH YOU TO THE PARK*
For questions or concerns about your (251) 208-1620 (Mon-Fri, 8-5 pm) or	reservation, call: (251) 463-9166 (After hours and weekends)



#### CITY OF MOBILE

Parks & Recreation Department 48 N. Sage Avenue Mobile, Alabama 36607

Park Scheduling Confirmation Acknowledgment No.: 01043933

Facility: Cooper Riverside Park - 101 South Water Street, Mobile, AL 36602, Mobile, AL.

36602 Date Printed: 5/9/2022

Applicant: Bar-B-Quing with My Honey Restaurant and Bar, LLC (Bar-B-Quing with My Honey Restaurant and Bar, LLC) 4423 Brunswick drive , Eightmile, AL 36614, (252) 680-5934

Organization:

Event: Blues on the River

# of Attendees:

Cooper Riverside Park: 500

Equipment Needed:

Reservation Date

From: 6/18/2022 7:00 AM

To: 6/18/2022 10:00 PM

Reservation Fee: \$50.00 Security Deposit: \$0.00 Total Amount: \$350.00

Payment Records: Amount Paid: \$350.00 Amount Due: \$0.00

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No food or drinks are allowed under the Performing Arts Pavilion or the Mobile County Bicentennial Pavilion. Large groups must furnish their own uniformed police protection. City Ordinance prohibits LOUD AMPLIFIED MUSIC in the parks. The party using the Park facility has been informed of the Noise Ordinance adopted by the City Council of the City of Mobile and signed by the City Clerk and will be in full force and effect from and after its adoption date of August 2, 1994. The City of Mobile DOES NOT PROVIDE ELECTRICITY OR ELECTRICAL HOOKUPS FOR ANY USE AT ANY PARK OTHER THAN THOSE INCLUDED ABOVE or water for entertainment or play equipment at any park. Electric service may or may not be available at the picnic pavilions at Langan Park and Lake Drive Tricentennial Park. If the electric service is not working at those facilities, no repair service will be called out. No vehicles allowed on the grass.

FOLLOW ALL COVID Guidelines.

Practice Social Distancing et ALL times.

Wash hands or use hand sanitizer frequently.

Wear a face mask when possible.



	PARKS AN RECREATION
Sanitize equipment between each us Bring your own water bottles.	88.
Be considerate of others. FAILURE TO ABIDE BY GUIDELINE	S WILL LEAD TO PERMITS/RESERVATION PERMISSIONS BEING REVOKED.
Applicant Signature: Limotty) (	therpoon
Rentals Representative Signature:	gn Kal
Square, the Fountain area at Cathed	ED AT Langan Park Tables, Lake Drive Tricentennial Tables, the Gazebo at Bienville ral Square and the Performing Arts Pavilion at Langan Park and the Mobile County nor Park. No other use of any park area will be considered a reserved area or event.
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#### CITY OF MOBILE

Parks & Recreation Department 48 N. Sage Avenue Mobile, Alabama 36607

Park Scheduling Confirmation Acknowledgment No.: 01043933 ·

Facility: Cooper Riverside Park - 101 South Water Street, Mobile, AL 36602, Mobile, AL.

36602 Date Printed: 5/9/2022

Applicant: Ber-B-Quing with My Honey Restaurant and Ber, LLC (Ber-B-Quing with My Honey Restaurant and Ber, LLC) 4423 Brunswick drive , Eightmile, AL 36614, (252) 680-5934

Organization:

Event Blues on the River

# of Attendees:

Cooper Riverside Park: 500

Equipment Needed:

Reservation Date

From: 6/19/2022 7:00 AM

To 6/19/2022 2:00 PM

Reservation Fee: \$50.00 Security Deposit: \$0.00 Total Amount: \$350.00

Payment Records: Amount Paid: \$350.00 Amount Due: \$0.00

The use of all public park grounds is free on a first-come, first-served basis. This application is for your convenience in

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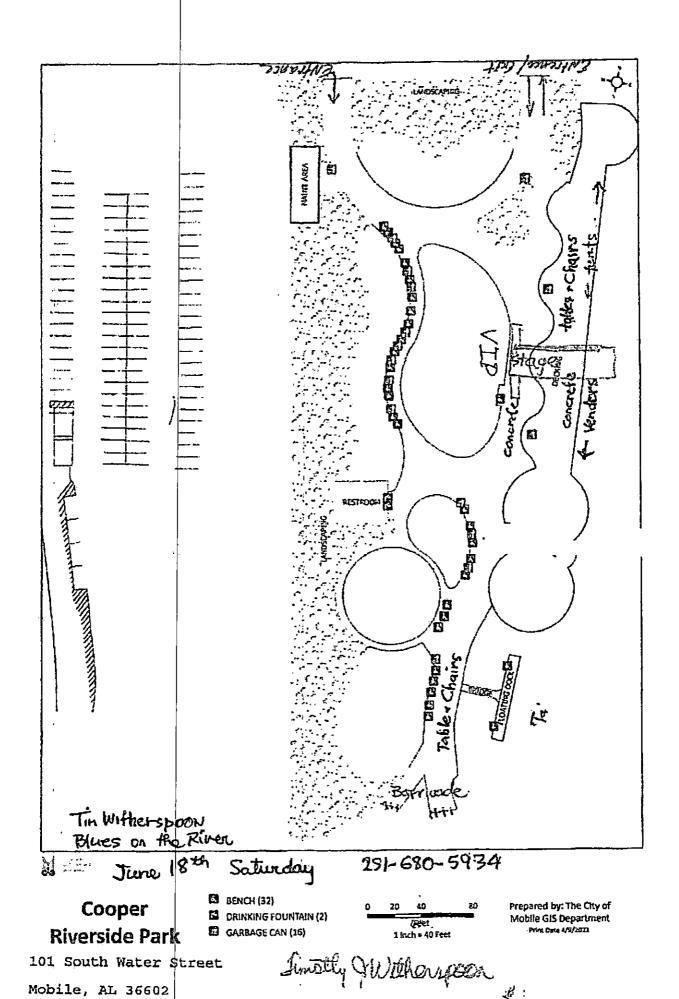
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FOLLOW ALL COVID Guidelines. Practice Social Distancing at ALL times. Wash hands or use hand sanitizer frequently. Wear a face mask when possible.



	PARKS AND RECREATION
Square, the Fountain area at Cained	1 1
*P For questions or concerns about you	LEASE BRING THIS FORM WITH YOU TO THE PARK*



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

028658-0004	SHAWN	S.	06/07	/2022	11:3
020000 0001	CITCILITA	<b>.</b>	1 00/0/	,	

028658-0004 SHAWN S.	06/07/2022 11:28AM
BUSINESS LICENSE	,
XL INSURANCE AMERIC 78020	A INC
2020 Item: 13160	76 ,
524113 INSURANCE/LIFE/AC	CIDE
NT/ETC CITY	3,414.00
ISSUANCE FEE	0.00
BUSINESS LICENSE PENALTY	0.00
	0.00
	3,414.00
Subtotal	3,414.00
Total	3,414.00
CHECK	3,414.00
Check Number 29955	! !
Change due	0.00

Paid by: XL INSURANCE AMERICA INC



78 Seavier Stanford,	I Services lat. Ave. CT 86921-6049 E THOUSAND FOUR HUNDRE	Side and Sid	2	HASE O	29955 Date: May-28-2022 \$3,414,86*** Assertant Valid After 183 feets
Fay The The The The The The The The The The	AL, Cry of Mobile Buthern License Colorica Crette? O. Box 959 Mobile AL 16601-0949 750 s2	a		Jul	I tolura J.

Thank you for your payment

CUSTOMER COPY



### **AGENDA ITEM SUMMARY SHEET**

**Agenda of:**6/14/2022

**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 packet Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 2:28 PM

## RESOLUTION

Sponsored by: Councilmember Carroll

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

Type of application: Special Events Retail License

Submitted by: Lit Cigar Lounge, Inc.

Location: Port City Summer Bash

101 S. Water Street Cooper Riverside Park Mobile, AL 36602

Adopted:

City Clerk



## OFFICE OF THE CITY COUNCIL

COUNCILMEMBERS

REV. LEVON CHARLES MANZIE PRESIDENT - DISTRICT 2

C. J. SMALL VICE PRESIDENT - DISTRICT 3

FREDRICK D. RICHARDSON, JR. DISTRICT 1

JOHN C. WILLIAMS

DISTRICT 4

JOEL DAVES DISTRICT 5

BESS RICH DISTRICT 6

GINA GREGORY

DISTRICT 7

CITY CLERK
LISA C. LAMBERT

APPLICATION LETTER (CONTROL) NUMBER 5495

## REVENUE DEPARTMENT FORWARDED TO CITY CLERK 05.26.2022

Note: If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control	Board
P.O. Box 1151	
Montgomery, AL 36101	
Gentlemen:	
The City Council of the City of Mobil	le does hereby consent to the issuance of:
140 - SPEC	CIAL EVENTS RETAIL
Γ)	Type of License)
TO: LIT CIGAR LOUNG	GF INC
TO: LIT CIGIN LOON	JL IIVC
Trade Name: PORT CITY SUI	MMER BASH
Location: 1 GOVERNMENT STREET (C	COOPER RIVERSIDE PARK) MOBILE AL 36602
This business is located within the Cit	y's corporate limits.
Comments:	Yours Very Truly,
EVENT DATE 06.25.2022 LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND	
EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE	Mobile City Council President
Signature of above applicant	
Date applicant signed for this approva	d letter



## OFFICE OF THE CITY COUNCIL

COUNCILMEMBERS

REV. LEVON CHARLES MANZIE PRESIDENT - DISTRICT 2

C. J. SMALL VICE PRESIDENT - DISTRICT 3

FREDRICK D. RICHARDSON, JR.
DISTRICT 1

JOHN C. WILLIAMS DISTRICT 4

JOEL DAVES

DISTRICT 5

BESS RICH DISTRICT 6

GINA GREGORY

DISTRICT 7

CITY CLERK
LISA C. LAMBERT

APPLICATION LETTER (CONTROL) NUMBER 5495

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Alabama Alcoholic Beverage Contro	l Board
P.O. Box 1151	
Montgomery, AL 36101	
Gentlemen:	
The City Council of the City of Mob	ile does hereby consent to the issuance of:
140 - SPE	CIAL EVENTS RETAIL
	Type of License)
TO: LIT CIGAR LOUN	GE INC
Trade Name: PORT CITY SU	MMER BASH
Location: 1 GOVERNMENT STREET (	COOPER RIVERSIDE PARK) MOBILE AL 36602
This business is located within the C	ity's corporate limits.
Comments:	Yours Very Truly,
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EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE	Mobile City Council President
Signature of above applicant	
Date applicant signed for this approv	al letter

### **BUILD MOBILE** PLANNING AND ZONING DEPARTMENT

## MEMORANDUM

To: Lana Gauthier

From: Logan Anderson H. Logan Onderson

June 8, 2022 Date:

Re: Application # 5504 / 1 Government St.

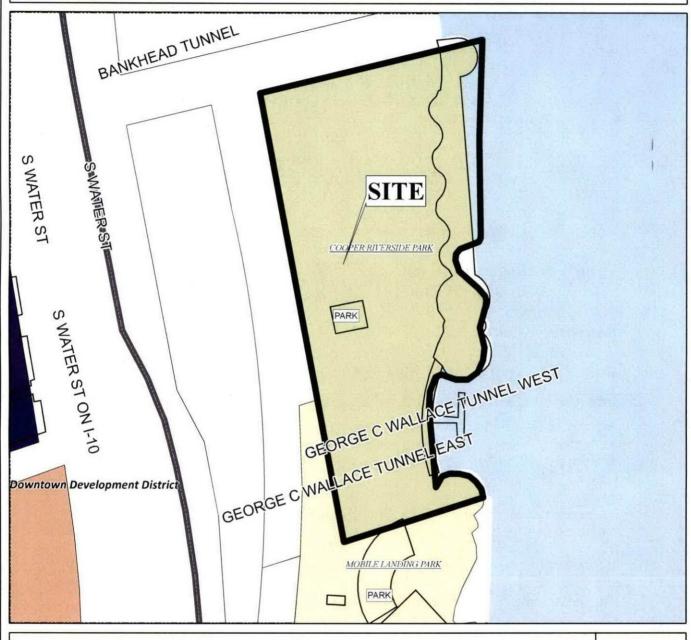
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned Open as a government function of the City of Mobile. This is to advise that a special event with special retail sales is a permitted use in this zoning district.

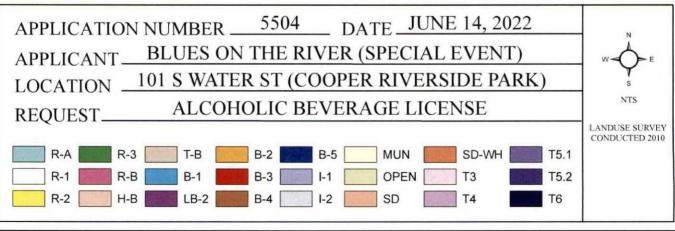
As a government function of the City of Mobile, the site is exempt from parking requirements.

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

The site is located in District 2, William Carroll (Council Member).

## MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING







CHIEF OF POLICE

### MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD. **MOBILE, AL 36606** (251) 208-1700

To:

Paul O. Prine

Chief of Police

From:

Captain Jorathan Lee

Commander, Special Investigation Section

Date: June 8, 2022

Re:

Alcoholic Beverage License Application No. 5495

Lit Cigar Lounge LLC

D/B/A: Port City Summer Bash

1 Government St Mobile, AL 36602 Larry Scott, Member Leanna Scott, Member

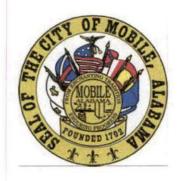
At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a one-time special event that will be named Port City Summer Bash. The City of Mobile Revenue Department has advised Lit Cigar Lounge has a current business license and all taxes have been reported and paid. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:	JUN 0 6 2022)
APPROVED	CHEPOF POLICE
DENIED	
SUBMITTED TO COUNCIL FOR LEGISLATIVE I	PREROGATIVE

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

AGENDA DATE: 06.14.2022



# CITY OF MOBILE MOBILE, ALABAMA

### REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL	RE: ALCOHOLIC BEVERAGE LICENSE
	APPLICATION NUMBER 5495
NEW APPLICATION TRANSFER-OV	WNERSHIP TRANSFER-LOCATION
LIT CIGAR LOUNGE INC	has filed application with the City of
(Name of Applicant)	40 - SPECIAL EVENTS RETAIL
Mobile Revenue Department for a	e of License)
(Type	e of License)
and is applying to the City of Mobile requesting license to be issued to:	Council approval for State A. B. C. Board
APPLICANT: LIT CIGAR LOUNGE INC	
TRADE NAME: PORT CITY SUMMER E	BASH
LOCATED AT: 1 GOVERNMENT STREET (CO	OOPER RIVERSIDE PARK) MOBILE AL 36602
YES NO N/A - Has property of N/A - Are there chur N/A - Any outstanding	wner list been supplied? ches or schools in this vicinity? ng licenses/taxes on this business?
License will not be issued until two (2) letters of Council are received by City Revenue Department	
RV·	R SHAWN SKINNER
<b>D1.</b>	R SHAWN SKINNER (Revenue Department Representative)
CONTACT: LARRY O SCOTT	PHONE#: 251.401.8316



### CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: NEW
Application Date: 05.18.2022
Application No: 5495

Type License: 140 - SPECIAL EVENTS RETAIL

Type License: N/A

Name of Applicant(s)	L	IT CIGAR LOUNGE INC	
Owner	ship: CORP	ORATION	
Name and address of individua	l, partners, and	members, association, corpor	rate officers, etc
NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
SCOTT, LARRY ORLANDA DL 5630768	MEMBER	02.13.1972 MOBILE AL	6090 PHERINWOOD COURT MOBILE AL 36608
SCOTT, LEANNA RHONE AL 6544954	MEMBER	07.12.1979 MOBILE AL	1325 CARSON ROAD WEST MOBILE AL 36695
Corporate information:	R 7536 PG 9	Date:	7.2017 County: MOBILE
Trade Name PORT CITY SU			n or Authority)
Location 1 GOVERNMEN	T STREET (C	OOPER RIVERSIDE PAR	RK) MOBILE AL 36602
Mailing Address 6090 PHERI	NWOOD COU	RT MOBILE AL 36608	Mary Establishment
	(Include Street	or Post Office Box Address Cit	y State, and Zip Code)
Previous Licensee Inform	nation	Transfere	e
Licensee Name			Туре
Trade Name			License No#
These premises are located in the: Alabama.	Corp	orate Limits	
Location (location transfer only	)		

What is the applicant(	s) primary business at this loc	ation?	SPECIA	L EVENT	
Has ANYONE, included declined? NO	ding manager or applicant, had	a City of Mobil	e, Federal/State licen	se suspended, revoked	or
Has a liquor, wine, m or revoked? NO	alt or brewed beverage license (if yes explain)	for these premis	ses ever been denied,	suspended, surrendere	ed
Are the applicant(s) no be licensed? YES	amed above, the only person(s	), in any manner	, interested in the bus	iness sought to	
	nts, whether individual, partnered in the partnered in th				
LIT CIGAR LOU	NGE - 258 DAUPHIN S	TREET MOI	BILE AL 36602		
LURE - 270 DAU	PHIN STREET MOBIL	E AL 36602			
or not) of ANY law vi	h any interest, whether as sole iolation? NO		Sour )	been charged (wheth	er convicted
Beverage Control Act of alcoholic beverages regulation promulgate that should he or she vano license can be agai no changes in the mar application will be all Board.	s and regulations of the City of as appears in Code of Alabars. The undersigned, if issued and by the Board relative to all aviolate any provisions of the arm issued to said licensee for a aner of operation and no deletions without written approva	ma, Title 28, and a license as hereix Alcoholic Bevera forementioned la period of one year on or discontinual of the City of March 2015.	all laws of the State in requested, further a age Control Board, ws his or her license ar. The undersigned ance of any services	of Alabama relative to grees to obey all rules the undersigned hereb shall be subject to reve further understands and facilities as describe	the handling and y understands ocation and ad agrees that id in this
STATE OF ALABA	MA	SIGNED	MEMBER		
COUNTY OFMO		TITLE	WENDER	DATE	
The undersigned LIT	CIGAR LOUNGE INC - LAI	RRY O SCOTT	Partnership or Assø	Ontina)	
Applicant for the Alco all statements therein business for which lic	pholic Beverage license request and the facts set forth are true	sted, hereby sweet and correct, and	ars and affirms that	eshe has read said app	dication and ted in the
	ned before, me this 26 <sup>th</sup>	_day ofh	AAY	Year 2022	
R SLAWN SI	icwer				
SIGNATURE OF NO	The state of the s	R SHAWN SI NOTARY PI State of Alabama	IBLIC MY COL	MMISSION EXPIRES	

LADDYA	INFORMATION			
Contact Person LARRY (	SCOTT		E-mail:	LITCIGARS2017@GMAIL.CO
Phone Number: Home: 25	1.401.8316	Cell: 251.401.8316	Bus: 2:	51.401.8316
Do the premises have a fully Does the establishment have Is place of business habitually Are these premises equipped Will this business be operated	restroom facilities? You was used for providing fo with services and facil	ES od to the public? NO ities for on premise consumpt	tion of alcoholic	beverages? YES
Building seating capacity	ORY YES  ions nd complete criminal rate Officers). Include t	he charge (whether or not the	n every party to il re was a convinc	ne application (Sole - tion), date of charge, name o
NAME	VIOLATIO	ON ARREST		DISPOSITION
LARRY O SCOTT	NONE	AGE TO A		

Address of Property Owner Lessor: 205 GOVERNMENT STREET MOBILE AL 36654

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)



# Business License & Taxes

View Bill

Bill Year 2022

Bill Number 1303287

Owner Name LIT CIGAR LOUNGE INC

		<u>View n</u>	nayments/adjustment
Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	\$0.00	\$50.00
SUBTOTAL		\$0.00	\$50.00
Payments/Adjustmen	ts .		\$0.00
Total Unpaid Balanc	e		\$50.00
TOTAL DUE			\$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

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

028502-0010 SHAWN S. 05/26/2022 11:35AM

#### BUSINESS LICENSE

LIT CIGAR LOUNGE INC 999991 2022 Item: 1303287

ALCOHOL APPLICATION

100.00

100.00

Subtotal 100.00 Total 100.00

CHECK 100.00

Check Number 1565 Change due 0.00

Paid by: LIT CIGAR LOUNGE INC





Thank you for your payment

CUSTOMER COPY

500 SUMMER BASH

### **OWNERS INFORMATION SHEET**

Each owner, partner years old.	or corporate officer must be included on the application and each must be at least 21
Name of Applicar	nt(s): Lit (pot loving), Inc.,  Note: Your Corporation or LLC's name will be the Applicant
(Check	
	clow for Sole Proprietor, Partnership, Corporate Officer or LLC Members
Full Name (First, M.	diddle, Lasy Lary Olanda Scott
Social Security	ce: B Sex: (>) M ( )F
Driver License	State NU
Title (i.e. Owner, P.	
Date of Birth 3	, 13 ,72
Place of Birth	County State Nation
Present Address:	Sireel Address (Apiti)  Siate  Nation  State  Nation  State  Size   Nation  Size   Nation  Size   Nation  Size   Zip Code
Length of Time at A	0
Full Name (First, M	iddle Low Leanner Rhone Scott
Social Security:	<u>risce:</u> Sex: ( )M ( √)F
Driver License#	State_RL_
Title (i.e. Owner, Pr	esident, Member) V - KYES
Date of Birth	12 ,79
Place of Birth	mobile pr US
Present Address:	State Nobile NL 36695  Street Address (ApiH) City State Zip Code
Length of Time at A	0 1 20 0
*****	***************************************

### **EXPLANATION OF LAW VIOLATION**

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S). LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE")

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
<del></del>			· · ·	
			<del></del>	
				<del></del>
				<u> </u>
<u> </u>				<del> </del>
	<del></del> _			
certify th	at the abo	ve information is	correct and true.	<del></del>
				)ate:
******	Signatu	re & Title	********	
		PR	OPERTY OWNERSHIP	
lame of Pro (The	operty Owne e person(s) o	r/ Lesson	s the deed or who is in control	of the property)
roperty Ov	vners / Lesso	rs Address: 101	s. water St. mobi	le RL 36602

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

### ARTICLES OF INCORPORATION

OF

LIT CIGAR LOUNGE, INC.



2017042324 1/4 Bk: LR7536 Pg:954 Document Type: PINC

### STATE OF ALABAMA

- - J

### COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Clgar Leunge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation.

### **ARTICLE I**

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

### **ARTICLE II**

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the general public.

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

### ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be \$1.00.

### ARTICLE IV

Provisions for the regulation of the internal affairs of the LIT Cigar Lounge, Inc. are:

The Board of Directors shall have the power to adopt the initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.

Mobile County, Alabama
I hereto certify this instrument
Com Davis, Probate Jucge
Deed Tax
Mortgago Tax: 100
Mortgago Tax: 100
Mortgago Tax: 200
Mortgago Tax: 200
Mortgago Tax: 300
Mortgago Fax: 300
Mortgago Fax

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

### **ARTICLE V**

The address of the initial registered office of the corporation is 6090 Pherinwood Ct , Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

### **ARTICLE VI**

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott 6090 Pherinwood Ct Mobile, AL 36608

### **ARTICLE VII**

The name and address of the sole incorporator is:

Larry Scott

6090 Pherinwood Ct

Mobile, AL 36608

IN WITNESS WHEREOF these Articles of Incorporation have been duly executed on this the day of 12017.

(SEAL)

Larry Scott, Incorporator

THIS INSTRUMENT WAS PREPARED BY:

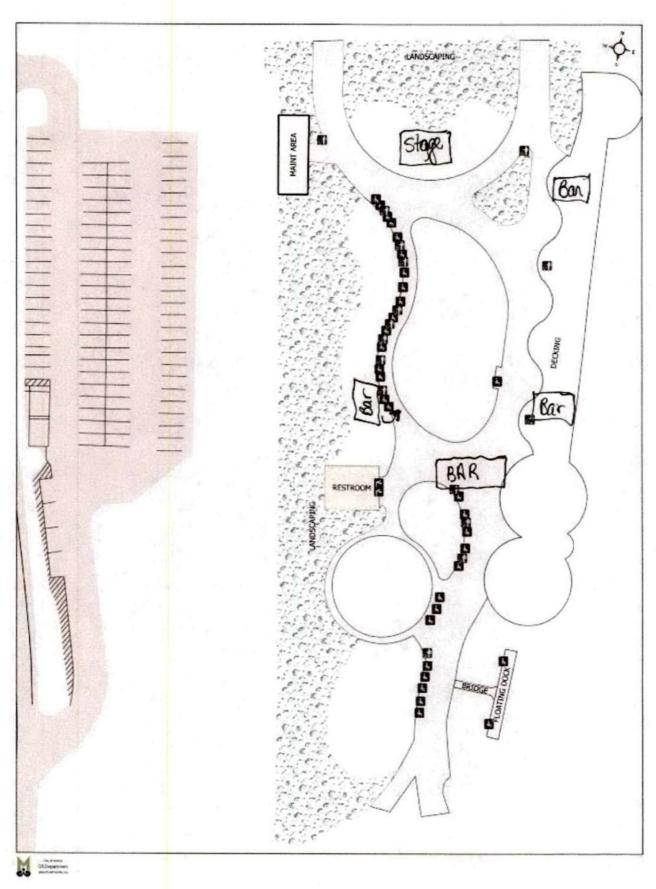
Charles N Delmore 551 Osage St Mobile, AL 36617 STATE OF ALABAMA COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of

NOTARY PUBLIC

My Commission Expires
03/05/2019



Cooper Riverside Park BENCH (32)

DRINKING FOUNTAIN (2)

GARBAGE CAN (16)

DIAMETER OF SEPTIMENT OF SEPTI

Prepared by: The City of Mobile GIS Department Print Date 4/9/2021



To Whom It May Concern -

Lit Cigar Lounge will be hosting an event: Port City Summer Bash on 6:25.22. The event will begin at 5:00pm and end at 11:59pm.

This event takes place at Cooper Riverside Park: 1 Government Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge Inc. to provide bar services during the event. Lit Cigar Lounge Inc. will be able to set up a bar location within the event space, in Cooper Riverside Park, during the event hours on 5.14.22.

If you have any questions, please feel free to reach out. Thank you.

Kati Wigfield

City of Mobile
Parks and Recreation Department
Events Division

# City of Mobile Parks & Recreation Department 48 N. Sage Avenue Mobile, Alabama 36607



Scheduling Confirmation Cooper Riverside Park

Facility. Cooper Riverside Park – 1 Government Street, Mobile, AL 36602

Applicant: Lit Cigar Lounge, Inc. 258 Dauphin Street, Mobile, AL 36602 - (251) 401.8316

Organization:

**Event: Port City Summer Bash** 

**Equipment Needed:** 

Réservation Date

From: 6.25.22 at 8:00am

To: 6.25.22 at 11:59pm

Reservation Fee: \$0.00 Security Deposit: \$0.00 Total Amount: \$0.00

Payment Records
Amount Paid: \$0.00
Amount Due: \$0.00

Applicant Signature

Rentals Representative Signature

4/20/22

Date

### LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

MOBILE, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION)

MOBILE CONVENTION CENTER AS SHOWN ON PLAT RC IN MBK 49 PG 31 #SEC 40 T45 R1W #MP29 06 40 0 001

COOPER RIVERSIDE PARK

he above described property is	( ) owned, ( ) leased, (	) sub-leased, or otherwise
surrendered to LIT CIGAR L	OUNGE INC	who has applied for
an Alabama Alcoholic Beverag	e License at the above locat	ion.
Sworn to and subscribed before	me this day of	February , 20 ZZ
R Shawn Skiwsek Notary Public	Property Owner	2/9/22 Date
November 19 zozs	( Jours	You
My Commission Expires	Licensee	Date



### **AGENDA ITEM SUMMARY SHEET**

**Agenda of:**6/14/2022

**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 packet Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 2:29 PM

### RESOLUTION

Sponsored by: Councilmember Carroll

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

Type of application:

Special Events Retail License

Submitted by:

Lit Cigar Lounge, Inc.

Location:

City of Mobile 4th of July Celebration

101 S. Water Street Cooper Riverside Park Mobile, AL 36602

Adopted:

City Clerk



### OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

REV. LEVON CHARLES MANZIE PRESIDENT - DISTRICT 2

C. J. SMALL VICE PRESIDENT - DISTRICT 3

FREDRICK D. RICHARDSON, JR. DISTRICT |

> JOHN C. WILLIAMS DISTRICT 4

> > JOEL DAVES

DISTRICT 5
BESS RICH

DISTRICT 6

GINA GREGORY DISTRICT 7

CITY CLERK
LISA C. LAMBERT

APPLICATION LETTER (CONTROL) NUMBER 5501

# REVENUE DEPARTMENT FORWARDED TO CITY CLERK 05.27.2022

Note: If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Bayaraga Contro	Doord		
Alabama Alcoholic Beverage Contro P.O. Box 1151	Board		
Montgomery, AL 36101			
3			
Gentlemen:			
The City Council of the City of Mobile does hereby consent to the issuance of:			
140 - SPE	CIAL EVENTS RETAIL		
(Type of License)			
TO:_ LIT CIGAR LOUN	GE INC		
Trade Name: CITY OF MOBILI	E'S 4TH OF JULY CELEBRATION!		
Location: 1 GOVERNMENT STREET (	COOPER RIVERSIDE PARK) MOBILE AL 36602		
This business is located within the C			
Comments:	Yours Very Truly,		
EVENT DATE 07.04.2022 LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND	,		
EXIT. NO ALCOHOLIC			



### OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

REV. LEVON CHARLES MANZIE PRESIDENT - DISTRICT 2

C. J. SMALL VICE PRESIDENT - DISTRICT 3

FREDRICK D. RICHARDSON, JR. DISTRICT I

> JOHN C. WILLIAMS DISTRICT 4

JOEL DAVES

DISTRICT 5

BESS RICH DISTRICT 6

GINA GREGORY

DISTRICT 7

CITY CLERK LISA C. LAMBERT

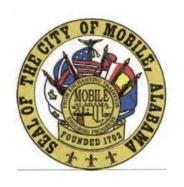
5501 APPLICATION LETTER (CONTROL) NUMBER

# REVENUE DEPARTMENT FORWARDED TO CITY CLERK\_05.27.2022

Note: If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board

P.O. Box 1151	ol Board
Montgomery, AL 36101	
Gentlemen:	
The City Council of the City of Mol	pile does hereby consent to the issuance of:
140 - SPI	ECIAL EVENTS RETAIL
	(Type of License)
TO:_LIT CIGAR LOUN	VGE INC
Trade Name: CITY OF MOBIL	E'S 4TH OF JULY CELEBRATION!
Location: 1 GOVERNMENT STREET	(COOPER RIVERSIDE PARK) MOBILE AL 36602
This business is located within the C	
Comments:  EVENT DATE 07.04.2022  LOCATION WILL BE BARRICADED  TO CONTROL ENTRANCE AND	Yours Very Truly,
EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO	Mobile City Council President

**AGENDA DATE: 06.14.2022** 



# CITY OF MOBILE MOBILE, ALABAMA

### REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL	RE: ALCOHOLIC BEVERAGE LICENSE APPLICATION NUMBER 5501	
✓ NEW APPLICATION TRANSF	ER-OWNERSHIP TRANSFER-LOCATION	
LIT CIGAR LOUNGE INC	has filed application with the City of	
(Name of Applicant)	140 - SPECIAL EVENTS RETAIL	
Mobile Revenue Department for a	(Type of License)	
APPLICANT: LIT CIGAR LOUNGE	INC	
TRADE NAME: CITY OF MOBILE'S	S 4TH OF JULY CELEBRATION!	
	ET (COOPER RIVERSIDE PARK) MOBILE AL 36602	
YES NO		
License will not be issued until two (2) le Council are received by City Revenue De	etters of approval and copy of resolution passed by epartment.	
	RY. R SHAWN SKINNER	
	BY: R SHAWN SKINNER (Revenue Department Representative)	
CONTACT: LARRY O SCOTT	PHONE#: 251.401.8316	
× × 2.1 × 2.2 × 2.1	2.22.23.17	



### CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: NEW
Application Date: 05.27.2022
Application No: 5495

Type License: 140 - SPECIAL EVENTS RETAIL

Type License: N/A

Name of Applicant(s)	L	IT CIGAR LOUNGE INC	
Owne	ership: CORP	ORATION	
Name and address of individu	ial, partners, and	members, association, corpora	ate officers, etc
NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
SCOTT, LARRY ORLANDA DL 5630768	MEMBER	02.13.1972 MOBILE AL	6090 PHERINWOOD COURT MOBILE AL 36608
SCOTT, LEANNA RHONE AL 6544954	MEMBER	07.12.1979 MOBILE AL	1325 CARSON ROAD WEST MOBILE AL 36695
(Enter bo	LR 7536 PG 9	ument info) (Incorporation	7.2017 County: MOBILE or Authority)
Trade Name CITY OF MOB			
Location 1 GOVERNMEN	NT STREET (C	COOPER RIVERSIDE PAR	K) MOBILE AL 36602
Mailing Address 6090 PHER	INWOOD COU	RT MOBILE AL 36608	
	(Include Street	t or Post Office Box Address City	State, and Zip Code)
Previous Licensee Infor	mation	Transferee	
Licensee Name			Туре
Trade Name			License No#
These premises are located in the Alabama.	e: Corp	orate Limits	
Location (location transfer onl	y)		

GENERAL APPLICATION			• • • • • • • • • • • • • • • • • • • •
Contact Person LARRY O	SCOTT	 	E-mail: LITCIGARS2017@GMAIL.COM
Phone Number: Home: 251	.401.8316	Cell: 251.401.8316	Bus: 251.401.8316
Do the premises have a fully e		Ī	<u>, , , , , , , , , , , , , , , , , , , </u>
Does the establishment have re		1	
Is place of business habitually		ì •	
		es for on premise consumption of a	alcoholic beverages? YES
Will this business be operated	PRIMARILY as a pack	age store? NO	
Building scating capacity	800	License premises includes patio ar	ea NO
Square Footage N/A	<del></del>		
License covers: CITY PARK			
License Structure: ONE ST	ORY		
Is location within city limits?	YES		
court, and the court disposition state NONE).	n of each case. (Do not	include traffic violations, except D	
court, and the court disposition		include traffic violations, except D	Ul and Reckless Driving. If no record
court, and the court disposition state NONE).	n of each case. (Do not	include traffic violations, except D	Ul and Reckless Driving. If no record
court, and the court disposition state NONE).  NAME	violatio	include traffic violations, except D	Ul and Reckless Driving. If no record
court, and the court disposition state NONE).  NAME	violatio	include traffic violations, except D	Ul and Reckless Driving. If no record
court, and the court disposition state NONE).  NAME	violatio	include traffic violations, except D	Ul and Reckless Driving. If no record
court, and the court disposition state NONE).  NAME	violatio	include traffic violations, except D	Ul and Reckless Driving. If no record
court, and the court disposition state NONE).  NAME	VIOLATIO NONE	include traffic violations, except D	Ul and Reckless Driving. If no record
court, and the court disposition state NONE).  NAME  LARRY O SCOTT  Filing Fee Acknowledgement	VIOLATIO NONE	N ARRESTING AGENCY & DA	Ul and Reckless Driving. If no record
court, and the court disposition state NONE).  NAME  LARRY O SCOTT  Filing Fee Acknowledgement	VIOLATIO NONE	N ARRESTING AGENCY & DA	DISPOSITION  DISPOSITION
court, and the court disposition state NONE).  NAME  LARRY O SCOTT  Filing Fee Acknowledgement I understand that if my applies Signature of Applicant: Lease / Property Ownership	violatio NONE	ARRESTING AGENCY & DA'  tinued, I will not be refunded the f	DISPOSITION  DISPOSITION
rourt, and the court disposition state NONE).  NAME  LARRY O SCOTT  Filing Fee Acknowledgement I understand that if my applicates a signature of Applicant:  Lease /Property Ownership Name of Property Ownership	VIOLATIO  NONE  tion is denied of discontant of the content of the	ARRESTING AGENCY & DA	DISPOSITION  DISPOSITION  TE  DISPOSITION
rourt, and the court disposition state NONE).  NAME  LARRY O SCOTT  Filing Fee Acknowledgement I understand that if my applicates a signature of Applicant:  Lease /Property Ownership Name of Property Ownership	VIOLATIO  NONE  tion is denied of discontant of the content of the	ARRESTING AGENCY & DA'  tinued, I will not be refunded the f	DISPOSITION  DISPOSITION  TE  DISPOSITION

What is the applicant(s) pr	rimary business at this loca	ntion?	SPECIA	AL EVENT	
Has ANYONE, including declined? NO	manager or applicant, had (if yes explain)	a City of Mobil	e, Federal/State licen	se suspended,	revoked or
Has a liquor, wine, malt of or revoked? NO	or brewed beverage license (if yes explain)	for these premis	ses ever been denied,	suspended, su	rrendered
Are the applicant(s) named be licensed? YES	d above, the only person(s)	), in any manner	, interested in the bus	siness sought to	
Do any of the applicants, we member thereof, currently is it located?	whether individual, partne have an alcoholic beverag	rship, associations in the	n, corporation, or cor State of Alabama? If	mpany, any of so, what type of	ficer, director, or of license and where
LIT CIGAR LOUNG	GE - 258 DAUPHIN S	TREET MOI	BILE AL 36602		
LURE - 270 DAUPH	IIN STREET MOBIL	E AL 36602		У.	
Has any person(s) with an or not) of ANY law violat (If YES, explain in Law v	ion? NO		Sour )	r been charged	whether convicted
The undersigned agree, if codes/ordinances rules and Beverage Control Act, as of alcoholic beverages. The regulation promulgated by that should he or she violated no license can be again is no changes in the manner application will be allowed Board.  STATE OF ALABAMA	d regulations of the City of appears in Code of Alabam he undersigned, if issued a the Board relative to all A te any provisions of the affected to said licensee for a pof operation and no deletion without written approval	Mobile, and ful na, Title 28, and license as hereit Alcoholic Bevera forementioned la period of one year on or discontinua	ly observe the provis all laws of the State of a requested, further a age Control Board. To ws his or her license ar. The undersigned ance of any services	sion of the Alab of Alabama reli- grees to obey a The undersigne shall be subjec- further undersi- of facilities as d	nama Alcoholic ative to the handling all rules and d hereby understands t to revocation and tands and agrees that described in this
COUNTY OF MOBIL		TITLE	MEMBER	DAT	P
The undersigned LIT CIG				DAT	ь
The undersigned			Partnership or Asse	clation)	
Applicant for the Alcoholi all statements therein and the business for which license	the facts set forth are true	and correct, and	that the applicant is t		
Sworn to and subscribed b	efore, me this27 <sup>+K</sup>		ture of Affiant	Year	2022
R Shaw Ski					
SIGNATURE OF NOTAR		MESULFI NO	AWN SKINNER COA	AMISSION EXI	PIRES

O. II INFORMATION SHEET
Contact Person: LOW SOFT Phone #: 251-401-8316
Business Name: Ltt Car Lange, Inc.
Corporation Name: tt Cipar Lounge, Inc.
Business Address: 258 Duphin St. 36602
NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. LR 7536 gogs 954 County Mobile ;
Date 7/27/17 (Enter book and page or document info)
(Incorporation or Authority)
ls business equipped with table & chairs? Ves Building seating capacity; 300
Does the premises have a fully equipped and operational kitchen? No
If not kitchen equipped, is any type of food served? If yes explain:
Square Feet of building
For a SPECIAL EVENT, list dates: from 71472 to 71422 Type of Event SA 2 THE COOP HIND THE SELECTION
FOPERATING AS A PRIVATE CLUB:
Does club charge & collect dues from elected members?
How many paid-up members are there in the Club?
Are regular meetings held? If so, when?  Is business conducted through officers regularly elected?
Are members admitted by written application, investigation & ballot?
For what purpose is the Club organized & operated. Social ; Patriotic ;  Political ; Athletic .
Does the property used, as well as the advantages, belong to all the members?
Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?
Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?

PS-17-351:122 (100)	<del>-</del> -	نخي	<b>2011</b> "		Will son majoria and inchina
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## EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CHY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR DIEMIER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If BONG, SUITE "NONE")

	Nadie	DATE	VIOLAȚION .	URISDICTION	DISPOSITION
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<u>-</u> 1	<b>X</b> 311	holgton Signatur	a in instruction is corre	el and true. Date:	·
(.		******	************	TY OWNERSHIP	*****
	Same of Propert (The per	2012(1) OL	company that holds the	ced as too is in control of the	property)
		·			
II A	ANY FALSE INFORMATION PPLICATION	NFORM PACKET WILL BE	ATION IS GIVEN OR IF FOR THE CITY OF MO VOIDED AND TAKEN I	ANY INFORMATION IS OMI HILE ALCOHOLIC BEVERAG INDER ADVISEMENT BY TH	ited on this e application, your e city of mobile

5

## ARTICLES OF INCORPORATION

OF

iinigipakiju

LIT CIGAR LOUNGE, INC.

2017042324 Bk: LR7535 Pg:954 Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge; Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-28-1, et seq., adopts the following Articles of Incorporation.

### **ARTICLE I**

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

### ARTICLE II

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

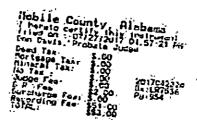
### ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be \$1.00.

### ARTICLE IV

Provisions for the regulation of the intume! affairs of the LIT Cigar Lounge; Inc. are:

The Board of Directors shall have the power to adopt the initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.



The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

### ARTICLEV

The address of the initial registered office of the corporation is 8090 Phennwood Ct., Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

### ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott 6090 Pherinwood Ci Mobile, AL 36608

### ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott

6090 Pherinwood Ct

Mobile, AL 36608

IN WITNESS WHEREOF these Articles of Incorporation have been duly executed on this

Larry Scott, Incorporator

(SEAL)

THIS INSTRUMENT WAS PREPARED BY:

Charles N Delmore 551 Osage St Mobile, AL 36617

### STATE OF ALABAMA COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the? 7 Kday of

2017

NOTARY PUBLIC

My Commission Expires
03/03/2019

426

### LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of <u>MOBILE</u> and in the county of <u>MOBILE</u>. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION)

MOBILE CONVENTION CENTER AS SHOWN ON PLAT RC IN MBK 49 PG 31 #SEC 40 T45 R1W #MP29 06 40 0 001

COOPER RIVERSIDE PARK

The above described property is ( ) o	owned, ( V leased, (	) sub-leased, or otherwise
surrendered to LIT CIGAR LOUN	GE INC	who has applied for
an Alabama Alcoholic Beverage Lice	nse at the above locati	ion.
Sworn to and subscribed before me this	s day of	February . 20 ZZ .
R Shawn Skinset	Wast	py 2/9/22
November 19 zoes	Property Owner	Date
My Commission Expires	Licensee	Date





To Whom It May Concern -

The City of Mobile: Parks and Recreation Department will be hosting an event: City of Mobile's 4th of July Celebration on 7.4.22. The event will begin at 4:00pm and end at 9:30pm.

This event takes place at Cooper Riverside Park: 1 Government Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge Inc. to provide bar services during the event. Lit Cigar Lounge Inc. will be able to set up a bar location within the event space, in Cooper Riverside Park, during the event hours on 7.4.22.

If you have any questions, please feel free to reach out. Thank you.

Kati Wigfield

City of Mobile
Parks and Recreation Department
Events Division

# City of Mobile Parks & Recreation Department 48 N. Sage Avenue Mobile, Alabama 36607



Scheduling Confirmation Cooper Riverside Park

Facility: Cooper Riverside Park - 1 Government Street, Mobile, AL 36602

Applicant: Lit Cigar Lounge, Inc. 258 Dauphin Street, Mobile, AL 36602 - (251) 401.8316

Organization:

Event: Saturdays at the Coop

**Equipment Needed:** 

**Reservation Date** 

From: 7.4.22 at 4:00pm To 7.4.22 at 9:30pm

Reservation Fee: \$0.00 Security Deposit: \$0.00 Total Amount: \$0.00

Payment Records
Amount Paid: \$0.00
Amount Due: \$0.00

Applicant Signature

Rentals Representative Signature

Date



### AGENDA ITEM SUMMARY SHEET

### **Agenda of:**6/14/2022

### **Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

### **Sponsored by:**

Council District 1	Cory Penn	2 cases
Council District 2	William Carroll	6 cases
Council District 3	C J Small	5 cases
Council District 4	Ben Reynolds	1 case
Council District 5	Joel Daves	1 case
Council District 6	Scott Jones	2 cases
Council District 7	Gina Gregory	3 cases

### **Purpose and Scope of Project:**

Declare weeds noxious, Group 1629

**Funding Source** 

Project # Weed Lien 1629

Project String

Discretionary Funds

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

### **ATTACHMENTS:**

Description Type Upload Date

Declare weeds noxious,
Group 1629

Resolution Cover Memo 6/9/2022

### **REVIEWERS:**

Department Reviewer Action Date

Municipal Gauthier, Lana Approved 6/9/2022 - 1:42 PM



### MUNICIPAL ENFORCEMENT DEPARTMENT

TO:

Lana Gauthier, City Clerk's Office

FROM:

Gary Jackson, Program Coordinator

DATE:

June 3, 2022

SUBJECT:

WEED LIEN GROUP 1629

Attached, please find Assessment Lists for Weed Lien Group Number 1629 to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048. adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

6/14/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

7/19/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**NUISANCE PHOTOS (DATED):** 

6/16/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER:

6/30/2022

**LEGAL NOTICE ADS:** 

7/6/2022-7/13/20222

POSTING DATE:

7/12/2022

Copy to: Marchetta Taite

			WEED LIEN				
			1629				
6	/14/2022		LOTS TO BE DECLA	RED		58-	
	/19/2022	LO	TS FOR PUBLIC HE	ARING		58-	
	//2022	LOTS	TO BE ASSESSED	FOR COST		58-	
					Amount	Dis	N/A
No.		Address	SRO No.	CASE #	Assessed		СВО
1	957 Pinem	ont Dr	9748	19286		6	
2	3412 Maui	reen Dr	16506	19287		3	
3	4390 Park	Rd	18292	19288		3	
4	0 Cedar Cr	escent Dr	17839	19290		3	
	Par No. (3	2 05 40 0 003 009.XX	(X)				
5	2163 Robii		27039	19292		3	
6	1218 Jessi	e St	27191	19293		1	
7	507 Azalea	Rd	185758	19294		5	
8	1153 Ande	ers Dr	16180	19295		7	1
9	1363 Azale	ea Rd	27345	19297		4	
10	358 Gordo	n St	27144	19298		2	i
11	56 Lefevre	St	26892	19299		1	
12	74 Hathaw	av Rd N	27020	19300		7	
	458 Bayou		27279	19302		2	
	1165 Texa		27195	19304		2	
	807 Gayle St		27290	19305		3	
	624 Pattor		27063	19411		2	
		Langan Dr W	18330	19308		7	
	2213 Largo		19063	19309		6	
	1568 Colgi		27606	19412		2	
	1464 Cent		27114	19311		2	
	I TO T COIL	-	27221		\$ -		
Dict	rict total for	thic group	Numbers of lo	ts cut	7		
1	I _	tilis group	1	LS CUL			
2	6		2			-	
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*AD		from other Groups	*CBC Cut E	By Contractor			
	O Cut By Ow	· ·		eveloped Lot			
		by Inspector	ODE Office	reiopeu Lot			
14/	n lakeli vut	NY IIISPECTOI					

Marchelle Juite 4.9-12

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1629** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the 19th day of July, 2022, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted.		
City Clerk		

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### AGENDA ITEM SUMMARY SHEET

## **Agenda of:**6/14/2022

# **Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

# **Sponsored by:**

Council District 1	Cory Penn	4 Cases
Council District 2	William Carroll	5 Cases
Council District 3	C J Small	6 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	2 Cases
Council District 6	Scott Jones	0 Cases
Council District 7	Gina Gregory	1 Case

# **Purpose and Scope of Project:**

Assess Cost for Repeat Weed Lien 54

## **Effective Date of Contract:**

6/14/2022

**Funding Source** 

Project # Repeat Weed Lien 54

Project String

Discretionary Funds

Contract Number:

**Budget Amendment REDUCE INCREASE** 

Grant Funds Matching Funds

## **ATTACHMENTS:**

Description Type Upload Date

Assess Cost for Repeat Weed Lien 54

Resolution

Backup Material

6/7/2022

Cover Memo

6/9/2022

## **REVIEWERS:**

Department Reviewer Action Date

Municipal 6/9/2022 - 10:58

Approved

AM



### MEMORANDUM

TO:

Lana Gauthier, City Clerk's Office

FROM:

Gary Jackson, Program Coordinator

DATE:

June 3, 2022

**SUBJECT:** 

Repeat Weed Lien Invoices G-54

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 54. Please place these on the City Council's Agenda for June 14, 2022.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

			REPEA	T WEED I	LIEN					
			GI	ROUP 54				R	es. No.	
3/	14/2022	1st REPE	AT WEED LIEN LETTERS SENT						1-058	
6/	14/2022	REPEAT WEED L	IEN LOT	S TO BE A	SSESSED	FOR COST				П
				Old	New	Initial	Times	Α	mount	СВО
item			Dis	SRO/Case	Case #		cut within	A	ssessed	СВО
No.										
1	202 Cuba	St	2	26417	17361	1/22/2019	2	\$	396.00	
2	1059 Bay	Ave	3	14822	17362	6/16/2020	1	\$	387.00	
	962 Arling		3	15062	17363	6/25/2019	1	\$	368.00	
4	1582 Polk	St	3	15063	17364	3/26/2019	2	\$	393.00	
5	5 1580 Polk St		3	15064	17365	3/26/2019	2	\$	428.00	
6	616 Euclid Ave		5	14913	17366	10/8/2019	1	\$	50.00	СВО
7	7 3005 Curry Dr E		3	15270	17367	11/10/2020	1	\$	50.00	СВ
8	8 2602 Wealthy St		1	15405	17368	6/18/2019	1	\$	50.00	CB
9	9 565 Marcus Dr		5	15111	17369	2/16/2020	1	\$	275.00	
10	10 8 Lemoyne Pl		2	15905	17370	9/8/2020	3	\$	15.	СВ
11	11 620 Belsaw Ave		2	15214	17371	5/28/2019	2	\$	445.00	
12	12 1903 Nerline Lane		1	15328	17372	6/18/2019	2	\$	377.74	
13	2005 Tuck	cer St	1	15300	17373	6/18/2019	2	\$	375.00	
14	1565 Dom	inick St	2	15386	17374	2/9/2021	1	\$	331.75	
15	702 Pillan	s St	3	15916	17375	6/25/1990	1	\$	275.00	
16	1854 Caln	nes St	2	15932	17376	6/25/1990	1	\$	50.00	СВ
		ervice Rd/Aka 3210 Zimlich Ave	7	12386	17377	12/17/1990	1	\$	663.38	
18	2918 Berk	dey Ave	ĺ	16634	17378	6/1/2021	1	\$	285.00	
			Total					\$	5,199.87	
Dist	rict total fo	r this group		Number	s of lots	cut				
1	4			1	3					
2	5			2	3					
3	6			3	5					
4	0			4	0					
5	2			5	1					
6	0		\	6	0					
7	1			7	1					
	18				13					
*CB(	Cut By C	wner		*CBC C	ut By Co	ntractor				
*N/A	Taken out	by Inspector		*UDL U	ndevelop	ed Lot				
		from other Groups		*Fka Fo	rmerly kr	nown as				



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**ALABAMA DEPT. OF REVENUE** 

**ATTN: SHELLY TICE** 

PROPERTY TAX DIVISION

Address:

P. O. BOX 327210

City, State, Zip:

**MONTGOMERY, AL 36132-7210** 

Item#

Repeat Group Number:

54

1

Lot Description:

PART OF LOT 3 LOUIS TOUART SUB DBK 90 P 291 BEG ON E/S CUBA ST 104 FT S OF SE COR SHORT CAMP & CUBA STS S-LY ALG E/S CUBA ST 25.03 FT TH WITH DEFL ANG TO LT 70 DEG 48 MIN ELY 110 FT TH NLY 25.03 TH WITH DEFL ANG 70 DEG 48 MIN WLY 110 FT TO POB BEING ON E/S CUBA ST #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0

007 226.XXX) 202 CUBA ST

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ	FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,444	1	\$	125.0000	\$ 125.00
standard rate<10,000 s	qft	0	\$	0.0125	\$ <b>=</b>
Administration Fee		1	\$	50.00	\$ 50.00
Additional Cuts	Each	2	\$	100.00	\$ 200.00
Per Spare Tire		0	\$	3.00	\$ 9 <b>≤</b> 0
Debris Removal	Cubic Yard	3	\$	7.00	\$ 21.00
		Total Project Cost:			\$ 396.00

SECRETARY

SUPERVISOR



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**JACKSON KATHY A** 

Address:

**1059 BAY AVE** 

City, State, Zip:

**MOBILE, AL 36604** 

Repeat Group Number:

54 Item# 2

Lot Description:

LOT 12 BLK E OAK HILL DBK 85/380 #SEC 27 T4S R1W #MP29 10 27 4 000 (29 10 27 4

000 113.XXX) 1059 BAY AVE

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ	FT	PRICE/UNIT		COST	
base rate>10,000 sqft	5,934	1	\$	125.0000	\$	125.00	
standard rate<10,000 s	qft	0	\$	0.0125	\$	-	
Administration Fee	-	1	\$	50.00	\$	50.00	
Additional Cuts	Each	1	\$	100.00	\$	100.00	
Per Spare Tire		21	\$	3.00	\$	63.00	
Debris Removal	Cubic Yard	7	\$	7.00	\$	49.00	
		Total Project Cost:			\$	387.00	

SUPERVISOR



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

ALABAMA DEPT. OF REVENUE

**ATTN: SHELLY TICE** 

**PROPERTY TAX DIVISION** 

Address:

P. O. BOX 327210

City, State, Zip:

**MONTGOMERY, AL 36132-7210** 

Item#

Repeat Group Number:

54

3

Lot Description:

LOT 21 BLK 2 ARLINGTON DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11

34 1 002 009.XXX) <u>962 ARLINGTON ST</u>

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ F	QUANTITY/SQ FT		COST	
base rate>10,000 sqft	5,863	1	\$	125.0000	\$	125.00
standard rate<10,000 s	qft	0	\$	0.0125	\$	-
Administration Fed Administrative Penalty	_	1	\$	50.00	\$	50.00
Additional Cuts	Each	1	\$	100.00	\$	100.00
Per Spare Tire		31	\$	3.00	\$	93.00
Debris Removal	Cubic Yard	0	\$	7.00	\$	*
		Total Project Cost:			\$	368.00



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**ALABAMA DEPT. OF REVENUE** 

**ATTN: SHELLY TICE** 

PROPERTY TAX DIVISION

Address:

P. O. BOX 327210

City, State, Zip:

**MONTGOMERY, AL 36132-7210** 

Item#

Repeat Group Number:

54

Lot Description:

LOT 19 BLK 6 OLLINGER & STEIN SUB DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0

004 (29 11 36 0 004 169.XXX) 1582 POLK ST

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ F	T	PRICE/UNIT		COST	
base rate>10,000 sqft	6,004	1	\$	125.0000	\$	125.00	
standard rate<10,000 s	qft	0	\$	0.0125	\$	-	
Administration Fed Administrative Penalty-		1	\$	50.00	\$	50.00	
Additional Cuts	Each	2	\$	100.00	\$	200.00	
Per Spare Tire		6	\$	3.00	\$	18.00	
Debris Removal	Cubic Yard	0	\$	7.00	\$	<b>9</b> 0	
		Total Project Cost:			\$	393.00	

SUPERVISOR

City of Mobile

Post Office Box 1827 Mobile, Alabama 36633-1827



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

ALABAMA DEPT. OF REVENUE

**ATTN: SHELLY TICE** 

**PROPERTY TAX DIVISION** 

Address:

P. O. BOX 327210

City, State, Zip:

**MONTGOMERY, AL 36132-7210** 

Item #

Repeat Group Number:

54

Lot Description:

LOT 20 BLK 6 OLLINGER & STEIN SUB BEING PT OF SQ 5 OF MANDERVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 168.XXX) 1580 POLK ST

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ F	Т	PRICE/UNIT		COST	
base rate>10,000 sqft	5,940	1	\$	125.0000	\$	125.00	
standard rate<10,000 s	qft	0	\$	0.0125	\$	( <b>±</b> 5)	
Administration Fee	_	1	\$	50.00	\$	50.00	
Additional Cuts	Each	2	\$	100.00	\$	200.00	
Per Spare Tire		6	\$	3.00	\$	18.00	
Debris Removal	Cubic Yard	5	\$	7.00	\$	35.00	
		Total Project Cost:	10		¢	428 00	

SECRETARY

INSPECTOR

SUPERVISOR



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**ALABAMA DEPT. OF REVENUE** 

**ATTN: SHELLY TICE** 

**PROPERTY TAX DIVISION** 

Address:

P. O. BOX 327210

City, State, Zip:

**MONTGOMERY, AL 36132-7210** 

Item#

Repeat Group Number:

54

Lot Description:

LOT 7 BLK 33 BON AIR ESTS DBK 156 P 374 #SEC 29 T4S R1W #MP29 09 29 4 001 (29

09 29 4 001 047.XXX) 616 EUCLID AVE

Nuisance Date:

3/14/2022

Date lot was cut:

//20212

Contractor:

ITEM	UNIT	QUANTITY/SQ	FT	PRICE/UNIT	COST	
base rate>10,000 sqft	6,393	0	\$	125.0000	\$	낕
standard rate<10,000 s	qft	0	\$	0.0125	\$	: <del>-</del>
Administration Fee	-	1	\$	50.00	\$	50.00
Additional Cuts	Each	0	\$	100.00	\$	·
Per Spare Tire		0	\$	3.00	\$	:-
Debris Removal	Cubic Yard	0	\$	7.00	\$	-
		Total Project Cost:			\$	50.00

SUPERVISOR



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**HENEBRY GLENN** 

**C/O JOSHUA HENEBRY** 

Address:

**3952 RIVIERA DR** 

City, State, Zip:

**SAN DIEGO, CA 92109-5839** 

Repeat Group Number:

54 Item#

LOT 13 GULF DALE 1ST UNIT MBK 10 PG 260 #SEC 40 T5S R1W #MP32 06 40 0 002 (32 06 40 0 002 147.XXX) 3005 E CURRY DRIVE

Nuisance Date:

3/14/2022

Nuisance Date:

//20212

Contractor:

ITEM	UNIT	QUANTITY/SQ	FT	PRICE/UNIT		COST	
base rate>10,000 sqft	8,599	0	\$	125.0000	\$	: <b>=</b> (0	
standard rate<10,000 sq	ıft	0	\$	0.0125	\$	:=0	
Administration Fee		1	\$	50.00	\$	50.00	
Additional Cuts	Each	0	\$	100.00	\$	(#C	
Per Spare Tire		0	\$	3.00	\$	-	
Debris Removal	Cubic Yard	0	\$	7.00	\$		
		Total Project Cost:			\$	50.00	



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**EARL-LEWIS MONIQUE T** 

Address:

**2647 WEALTHY STREET** 

City, State, Zip:

**MOBILE, AL 36617** 

Repeat Group Number:

54 Item#

Lot Description:

LOT 118 PARADISE PARK UNIT 3 MBK 6/544 #SEC 44 T4S R1W #MP29 02 44 0 008

(29 02 44 0 008 415.XXX) <u>2602 WEALTHY ST</u>

**Nuisance Date:** 

3/14/2022

Nuisance Date:

//20212

Contractor:

ITEM	UNIT	QUANTITY/SQ F	Γ	PRICE/UNIT	(	COST
base rate>10,000 sqft		0	\$	125.0000	\$	/ <u>~</u>
standard rate<10,000 s	sqft 10,000	0	\$	0.0125	\$	1000
Administration Fe	_	1	\$	50.00	\$	50.00
Additional Cuts	Each	0	\$	100.00	\$	-
Per Spare Tire		0	\$	3.00	\$	•
Debris Removal	Cubic Yard	0	\$	7.00	\$	
×		Total Project Cost:			\$	50.00



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**COLE ROBERT III** 

Address:

**4365 WOODRUFF DR** 

City, State, Zip:

EIGHT, MILE, AL 36613

Repeat Group Number:

54 Item# 9

Lot Description:

LOT 18 MONTCLIFF UNIT 4 MBK 15 PG 60 #SEC 36 T4S R2W #MP28 07 36 2 000

(28 07 36 2 000 051.XXX) 565 MARCUS DR

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT	COST	
base rate>10,000 sqft	9,378	1	\$	125.0000	\$	125.00
standard rate<10,000 so	ıft	0	\$	0.0125	\$	. <del>-</del> 0.
Administration Fee		1	\$	50.00	\$	50.00
Additional Cuts	Each	1	\$	100.00	\$	100.00
Per Spare Tire		0	\$	3.00	\$	-
Debris Removal	Cubic Yard	0	\$	7.00	\$	<del>;</del> =2,

**Total Project Cost:** 275.00



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**JONES JOHNNY A** 

Address:

**620 BELSAW AVE** 

City, State, Zip:

**MOBILE, AL 36603** 

Repeat Group Number:

54 Item#

11

Lot Description:

LOTS 22 & 23 BLK 1 DIXIE PA RK SUB MBK 3 P 273 ADD DBK 379/526 07-28-45 #SEC 25

T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 002.XXX) 620 BELSAW AVE

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ I	FT	PRICE/UNIT		COST
base rate>10,000 sqft	5,054	1	\$	125.0000	\$	125.00
standard rate<10,000 s	qft	0	\$	0.0125	\$	
Administration Fee		1	\$	50.00	\$	50.00
Additional Cuts	Each	2	\$	100.00	\$	200.00
Per Spare Tire		0	\$	3.00	\$	
Debris Removal	Cubic Yard	10	\$	7.00	\$	70.00
		Total Project Costs			c	445.00

SUPERVISOR



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**ALABAMA DEPT. OF REVENUE** 

**ATTN: SHELLY TICE** 

**PROPERTY TAX DIVISION** 

Address:

P. O. BOX 327210

City, State, Zip:

**MONTGOMERY, AL 36132-7210** 

Repeat Group Number:

54 Item# 12

Lot Description:

COMG SE COR SCHWARTZ ST & NERLINE LN TH NELY ALG S/L NERLINE LN 235 FT(S) TO POB TH CONT NELY ALG S/L 78 FT TH SELY 155 FT(D) 136 FT(S) TH SWLY 21 FT(S) TH

NW 7 FT(S) TH SWLY 57 FT(S) TH NWLY 155 FT(D) 129 FT(S) TO POB (29 07 42 0 004

180.XXX) 1903 NERLINE LN

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ	FT	PRICE/UNIT		COST	
base rate>10,000 sqft		0	\$	125.0000	\$	( <b>#</b> 0)	
standard rate<10,000 s	qft	10,219	\$	0.0125	\$	127.74	
Administration Fed	_	1	\$	50.00	\$	50.00	
Additional Cuts	Each	2	\$	100.00	\$	200.00	
Per Spare Tire		0	\$	3.00	\$	220	
Debris Removal	Cubic Yard	0	\$	7.00	\$		
		Total Project Cost:			\$	377.74	



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**BROWN ANDREW** 

Address:

**169 W ROBINSON JCT RD** 

City, State, Zip:

**BUCKATUNNA, MS 39322** 

Repeat Group Number:

54

Item#

13

Lot Description:

LOT 1 BLK D SUNNYMEADE DBK 156 PG 488 #SEC 44 T4S R1W #MP29 02 44 0 023 (29

02 44 0 023 213.XXX) 2005 TUCKER ST

**Nuisance Date:** 

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ	FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,656	1	\$	125.0000	\$ 125.00
standard rate<10,000 s	qft	0	\$	0.0125	\$ <b>9</b> €0
Administration Fed Administrative Penalty	_	1	\$	50.00	\$ 50.00
Additional Cuts	Each	2	\$	100.00	\$ 200.00
Per Spare Tire		0	\$	3.00	\$ 
Debris Removal	Cubic Yard	0	\$	7.00	\$ (#)
		<b>Total Project Cost</b>	:		\$ 375.00



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**ALABAMA DEPT. OF REVENUE** 

**ATTN: SHELLY TICE** 

**PROPERTY TAX DIVISION** 

Address:

P. O. BOX 327210

City, State, Zip:

**MONTGOMERY, AL 36132-7210** 

Repeat Group Number:

54 Item# 14

Lot Description:

LOTS 6, 7 BLK 3 GAYNOR TRT DBK 156 P 127 #SEC 28 T4S R1W #MP29 10 28 4 004 (29

10 28 4 004 062.XXX) 1565 LIMERICK ST/1565 DOMINICK ST

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ	FT	PRICE/UNIT		COST	
base rate>10,000 sqft		0	\$	125.0000	\$	(#X)	
standard rate<10,000 s	qft	14,540	\$	0.0125	\$	181.75	
Administration Fee	=	1	\$	50.00	\$	50.00	
Additional Cuts	Each	1	\$	100.00	\$	100.00	
Per Spare Tire		0	\$	3.00	\$	-	
Debris Removal	Cubic Yard	0	\$	7.00	\$	<b>3</b> 7	
		Total Project Cost:			\$	331.75	



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**S&H WHOLE SALE LLC** 

Address:

**2111 WHISTLER STREET** 

City, State, Zip:

PRICHARD, AL 36610

Item#

Repeat Group Number:

54

15

Lot Description:

LOT 7 BLK 7 SIMS 2ND ADD DB K 127 P 387 #SEC 37 T4S R1W #MP29 10 37 0 008 (29

10 37 0 008 045.XXX) 702 PILLANS ST

**Nuisance Date:** 

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ I	FT	PRICE/UNIT	-	COST
base rate>10,000 sqft	4,438	1	\$	125.0000	\$	125.00
standard rate<10,000 so	qft	0	\$	0.0125	\$	
Administration Fee		1	\$	50.00	\$	50.00
Additional Cuts	Each	1	\$	100.00	\$	100.00
Per Spare Tire		0	\$	3.00	\$	9 <del>4</del> 3
Debris Removal	Cubic Yard	0	\$	7.00	\$	::=
		Total Project Cost:			\$	275.00

SUPERVISOR



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**BRINKLEY YOLANDA** 

Address:

**606 CYPRESS AVE** 

City, State, Zip:

CROSBY, TX 77532-6917

Repeat Group Number:

54 Item #

16

Lot Description:

LOT 4 BLK 11 RICKARBY PL DBK 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 004 (29 10

28 2 004 036.XXX) 1854 CALMES ST

Nuisance Date:

3/14/2022

Date lot was cut:

//20212

Contractor:

ITEM	UNIT	QUANTITY/SQ F	Т	PRICE/UNIT		COST	
base rate>10,000 sqft	6,415	0	\$	125.0000	\$	3	
standard rate<10,000 so	ıft	0	\$	0.0125	\$	90	
Administration Fee		1	\$	50.00	\$	50.00	
Additional Cuts	Each	0	\$	100.00	\$	. <b>≥</b> 2	
Per Spare Tire		0	\$	3.00	\$	(#2)	
Debris Removal	Cubic Yard	0	\$	7.00	\$	:=6	

Total Project Cost:

\$ 50.00

**SECRETARY** 

INSPECTOR

UPERVISOR



Repeat Lot Cleaning Invoice June 3, 2022

Lot Owner:

**JGL PROPERTIES LLC** 

Address:

27375 E. BEACH BLVD

City, State, Zip:

**ORANGE BEACH, AL 36561** 

Item#

Repeat Group Number:

54

**17** 

Lot Description:

LOT A JGL SQUARE SUBDIVISION MBK 119 PG 125 (28 06 37 4 000 013.XXX) 175 W I-

65 SERVICE RD/Aka 3210 ZIMLICH AV

Date lot was cut:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ	FT	PRICE/UNIT	COST	
base rate>10,000 sqft		0	\$	125.0000	\$ 9/	
standard rate<10,000 s	qft	38,270	\$	0.0125	\$ 478.38	
Administration Fee	_	1	\$	50.00	\$ 50.00	
Additional Cuts	Each	1	\$	100.00	\$ 100.00	
Per Spare Tire		0	\$	3.00	\$ ( <del>*</del> )	
Debris Removal	Cubic Yard	5	\$	7.00	\$ 35.00	
		Total Project Cost:			\$ 663.38	

CECDETADY

INSPECTOR

SUPERVISOR



Repeat Lot Cleaning Invoice June 1, 2022

Lot Owner:

**POWELL RUFUS E &** 

**SHENEQUA E HARRIS** 

Address:

**35 RAMBLEOAK CIRCLE** 

City, State, Zip:

**SACRAMENTO, CA 95831-3805** 

Item#

Repeat Group Number:

54

18

Lot Description:

LOT 11 BLK D BOOKER T WASHI NGTON GARDENS MBK 4 P 208 #SEC 44 T4S R1W

#MP29 02 44 0 010 (29 02 44 0 010 033.XXX) 2918 BERKLEY AVE

Nuisance Date:

3/14/2022

Date lot was cut:

5/25/2022

Contractor: Mr. Kelton Stallworth

ITEM	UNIT	QUANTITY/SQ I	-т	PRICE/UNIT	COST
base rate>10,000 sqft	8,361	1	\$	125.0000	\$ 125.00
standard rate<10,000 sq	ft	0	\$	0.0125	\$ i≅S:
Administration Fee		1	\$	50.00	\$ 50.00
Additional Cuts	Each	1	\$	100.00	\$ 100.00
Per Spare Tire		1	\$	3.00	\$ 3.00
Debris Removal	Cubic Yard	1	\$	7.00	\$ 7.00

**Total Project Cost:** 

285.00

holiadea

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

#### IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as Repeat Weed Lien Invoices G-54 shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:		
ity Clerk		



### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

# **Submitted by:**

Shonnda Smith Senior Director of Parks & Recreation

# **Sponsored by:**

Mayor Stimpson

# **Purpose and Scope of Project:**

Lina Kelso June Employee of the Month recognition by City Council & approval of \$500.00 stipend

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

# **ATTACHMENTS:**

Upload Date Description Type Resolution for Lina Kelso June Employee of the Month Cover Memo 5/19/2022

## **REVIEWERS:**

Department Reviewer Action Date

Parks and Recreation 6/9/2022 - 11:01 Gauthier, Lana Approved

AM

## **RESOLUTION**

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

• Date June 14, 2022 – Name: Lina Kelso (Employee # 19098) Parks & Recreation (Operations Division)

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:			
			_

City Clerk



### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

# **Submitted by:**

James A. DeLapp, Executive Director, Public Works

# **Sponsored by:**

Mayor Stimpson

# **Purpose and Scope of Project:**

Recognizing employee of the month for June, 2022, Gregory C. Mosko with Inspection Services in Build Mobile.

**Funding Source** 

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

## **ATTACHMENTS:**

Description Type Upload Date
Resolution Resolution Letter 6/7/2022

## **REVIEWERS:**

Department Reviewer Action Date

Build Mobile Gauthier, Lana Approved 6/9/2022 - 11:19

### **RESOLUTION**

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

• June 2022 – Gregory C. Mosko (Employee # 18178) Public Works at Large (Inspection Services)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:			
City Clerk			



### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

**Submitted by:** 

John Paine, Purchasing Agent

**Sponsored by:** 

Mayor William S. Stimpson

**Purpose and Scope of Project:** 

To approve issuance of PO for purchase of fuel for the Wave Transit.

**Amount of Contract:** 

Total of all is \$118,597.50.

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

**ATTACHMENTS:** 

Description Type Upload Date

20220608 Agenda Package Wave Fuel POs Cover Memo 6/8/2022

**REVIEWERS:** 

Department Reviewer Action Date

Mayors Office 6/9/2022 - 12:02 Approved Montgomery, Brandi

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 postious, write "indefinite" and list project appropriate
*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	Department	Description	Amount	Vendor
	Year				
<u>10751</u>	2022	(F6060) WAVE	DIESEL FUEL FOR	\$39,532.50	(279229)
		TRANSIT SYSTEM	WAVE TRANSIT (AL		<u>PETROLEUM</u>
			STATE CONTRACT)		<u>TRADERS</u>
					CORPORATION
10754	2022	(F6060) WAVE	DIESEL FUEL FOR	\$39,532.50	(279229)
		TRANSIT SYSTEM	WAVE TRANSIT (AL		<u>PETROLEUM</u>
			STATE CONTRACT)		<u>TRADERS</u>
					CORPORATION
<u>10755</u>	2022	(F6060) WAVE	DIESEL FUEL FOR	\$39,532.50	(279229)
		TRANSIT SYSTEM	WAVE TRANSIT (AL		<u>PETROLEUM</u>
			STATE CONTRACT)		<u>TRADERS</u>
					CORPORATION



Requisition 00010751-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

Acct No:

6060.70.00.0000.0000.0000.0000.0000.45020.

MOBILE, AL

Review:

36601

Buyer: 9105neej

vendorinvoices@cityofmobile.org

|Status: Approved Page 1

Vendor

Ship To

PETROLEUM TRADERS CORPORATION

WAVE TRANSIT

7120 POINTE INVERNESS WAY

1224 WEST I-65 ROAD SOUTH

FORT WAYNE, IN 46804

MOBILE, AL 36609

CGULLETT@CITYOFMOBILE.ORG

Te1#800-348-3705 Fax 260-203-3820 Delivery Reference CHANEL GULLETT

Deliver To WAVE TRANSIT

1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

|Vendor |Date |Ship Date |Number |Required |Via Ordered

Terms |Department 06/07/22 | 279229 | |WAVE TRANSIT SYSTEM

LN Description / Account Qty Unit Price Net Price

General Notes

AL STATE CONTRACT #T104. 39532.50 001 DIESEL #2 ULTRA LOW SULFUR, OPIS 7530.00 5.25000 **GALLON** 

PRICE.

Vendor Item

Inventory Item/Loc 5295

1 6060.70.00.0000.0000.0000.0000.0000.45020.

39532.50

.00

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 7530.00 0.00000 0.00 EACH

Vendor Item

Inventory Item/Loc 7982

1 6060.70.00.0000.0000.0000.0000.0000.45020.



Requisition 00010751-00 FY 2022

Acct No:

ACCOUNTS PAYABLE P O BOX 389

6060.70.00.0000.0000.0000.0000.0000.45020.

MOBILE, AL

Review:

36601

Buyer: 9105neej

vendorinvoices@cityofmobile.org

|Status: Approved Page 2

Vendor

Ship To PETROLEUM TRADERS CORPORATION

7120 POINTE INVERNESS WAY

\_\_\_\_\_

WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH

FORT WAYNE, IN 46804

MOBILE, AL 36609

CGULLETT@CITYOFMOBILE.ORG

Te1#800-348-3705 Fax 260-203-3820 Delivery Reference

CHANEL GULLETT

Deliver To

WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

|Vendor |Date |Ship Date |Number |Required |Via Ordered Terms |Department

06/07/22 |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

39532.50

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

6060.70.00.0000.0000.0000.0000.0000.45020.

Amount Remaining Budget

39532.50

281853.99

WAVE TRANSIT SYSTEM EXP

**FUEL & LUBRICANTS** 

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

Activity Date CCancelled06/07/22 clerk Comment

JAMES NEESE JR Approved 06/07/22 DONNA MICHELE STANLEY

GL Allocation changed Approved by: 9105neej Auto approved by: 910514396 Auto approved by: 910514396 Approved 06/07/22 Approved 06/07/22 DONALD ROSE SANDRA LEWIS Approved 06/07/22 Auto approved by: 910514396 JOHN PAINE



Bill To ACCOUNTS PA P O BOX 389	NTS PAYABLE		Requisition 00010751-00 FY 20    Acct No:  6060.70.00.0000.0000.0000.0000.0000.45020				
MOBILE, AL 36601 vendorinvoi	Review:  Buyer:			Pag			
	RADERS CORPORATION INVERNESS WAY	WAV	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH				
FORT WAYNE,	IN 46804		MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG				
Tel#800-348 Fax 260		Delivery Reference CHANEL GULLETT					
		WAV	iver To E TRANSIT 4 WEST I-6	5 ROAD SOUT	тн		
	MOE	MOBILE, AL 36609					
 Date	  Vendor Date  Sh						
Ordered	Number  Required  Vi		erms D	epartment			
06/07/22	279229		W	AVE TRANSIT	SYSTEM		
LN Descripti	on / Account	<b></b> -	Qty	Unit Pri	ce Net	Price	
Authorized By: Date: Date:							



Requisition 00010754-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

Acct No:

6060.70.00.0000.0000.0000.0000.0000.45020.

MOBILE, AL

Review:

36601

Buyer: 9105neej

vendorinvoices@cityofmobile.org

|Status: Approved Page 1

Vendor

Ship To

PETROLEUM TRADERS CORPORATION

WAVE TRANSIT

7120 POINTE INVERNESS WAY

1224 WEST I-65 ROAD SOUTH

FORT WAYNE, IN 46804

MOBILE, AL 36609

CGULLETT@CITYOFMOBILE.ORG

Te1#800-348-3705 Fax 260-203-3820 Delivery Reference

CHANEL GULLETT

Deliver To WAVE TRANSIT

1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

|Vendor |Date |Ship Date |Number |Required |Via ordered Terms

|Department 06/07/22 | 279229 | |WAVE TRANSIT SYSTEM

LN Description / Account Qty Unit Price Net Price

General Notes

AL STATE CONTRACT #T104.

001 DIESEL #2 ULTRA LOW SULFUR, OPIS 7530.00 5.25000 39532.50 **GALLON** 

PRICE.

Vendor Item

Inventory Item/Loc 5295

1 6060.70.00.0000.0000.0000.0000.0000.45020.

39532.50

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 7530.00 0.00000 0.00 **EACH** 

Vendor Item

Inventory Item/Loc 7982

1 6060.70.00.0000.0000.0000.0000.0000.45020. .00



Requisition 00010754-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

Acct No:

Review:

6060.70.00.0000.0000.0000.0000.0000.45020.

MOBILE, AL

36601

Buyer: 9105neej

vendorinvoices@cityofmobile.org \_\_\_\_\_\_

|Status: Approved Page 2

Vendor

PETROLEUM TRADERS CORPORATION

7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Fax 260-203-3820

Te1#800-348-3705

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

|Vendor |Date |Ship |Number |Required |Via Ordered Terms Department

06/07/22 |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

39532.50

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

6060.70.00.0000.0000.0000.0000.0000.45020.

Amount Remaining Budget

281853.99 39532.50

WAVE TRANSIT SYSTEM EXP

**FUEL & LUBRICANTS** 

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

Activity Date CCancelled06/07/22 clerk Comment

JAMES NEESE JR Approved 06/07/22 DONNA MICHELE STANLEY

GL Allocation changed Approved by: 9105neej Auto approved by: 910514396 Auto approved by: 910514396 Approved 06/07/22 Approved 06/07/22 DONALD ROSE SANDRA LEWIS Approved 06/07/22 Auto approved by: 910514396 JOHN PAINE



Bill To Reguisition 00010754-00 FY 2022 ACCOUNTS PAYABLE P O BOX 389 Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. MOBILE, AL Review: 36601 Buyer: 9105neej |Status: Approved vendorinvoices@cityofmobile.org Page 3 Vendor Ship To PETROLEUM TRADERS CORPORATION WAVE TRANSIT 7120 POINTE INVERNESS WAY 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 FORT WAYNE, IN 46804 CGULLETT@CITYOFMOBILE.ORG Te1#800-348-3705 Delivery Reference Fax 260-203-3820 CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 |Vendor |Date |Ship Date Ordered | Number | Required | Via Terms |Department 06/07/22 |279229 | WAVE TRANSIT SYSTEM LN Description / Account Qty Unit Price Net Price Authorized By: \_ Date: \_\_\_\_

Signature



Requisition 00010755-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

Acct No:

6060.70.00.0000.0000.0000.0000.0000.45020.

MOBILE, AL

Review:

36601

Buyer: 9105neej

vendorinvoices@cityofmobile.org

|Status: Approved Page 1

Vendor

Ship To PETROLEUM TRADERS CORPORATION WAVE TRANSIT

7120 POINTE INVERNESS WAY

1224 WEST I-65 ROAD SOUTH

FORT WAYNE, IN 46804

Fax 260-203-3820

MOBILE, AL 36609

CGULLETT@CITYOFMOBILE.ORG

Te1#800-348-3705

Delivery Reference

CHANEL GULLETT

Deliver To WAVE TRANSIT

1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

GALLON

|Vendor |Date |Ship Date

|Number |Required |Via Ordered Terms |Department 06/07/22 | 279229 | |WAVE TRANSIT SYSTEM

LN Description / Account Qty Unit Price Net Price

General Notes

AL STATE CONTRACT #T104. 001 DIESEL #2 ULTRA LOW SULFUR, OPIS 7530.00 5.25000 39532.50

PRICE.

Vendor Item

Inventory Item/Loc 5295

1 6060.70.00.0000.0000.0000.0000.0000.45020.

39532.50

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 7530.00 0.00000 0.00 EACH

Vendor Item

Inventory Item/Loc 7982

1 6060.70.00.0000.0000.0000.0000.0000.45020. .00



Requisition 00010755-00 FY 2022

Acct No:

ACCOUNTS PAYABLE P O BOX 389

6060.70.00.0000.0000.0000.0000.0000.45020.

MOBILE, AL

Review:

36601

Buyer: 9105neej

vendorinvoices@cityofmobile.org \_\_\_\_\_ Status: Approved Page 2

Vendor

Ship To PETROLEUM TRADERS CORPORATION WAVE TRANSIT

7120 POINTE INVERNESS WAY

1224 WEST I-65 ROAD SOUTH

FORT WAYNE, IN 46804

MOBILE, AL 36609

Te1#800-348-3705 Fax 260-203-3820 CGULLETT@CITYOFMOBILE.ORG

Delivery Reference CHANEL GULLETT

Deliver To WAVE TRANSIT

1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

|Vendor |Date |Ship

|Number |Required |Via Ordered Terms Department 06/07/22 |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

39532.50

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

6060.70.00.0000.0000.0000.0000.0000.45020.

Amount Remaining Budget

281853.99 39532.50

WAVE TRANSIT SYSTEM EXP

**FUEL & LUBRICANTS** 

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

Activity Date CCancelled06/07/22 clerk Comment

JAMES NEESE JR Approved 06/07/22 DONNA MICHELE STANLEY

GL Allocation changed Approved by: 9105neej Auto approved by: 910514396 Auto approved by: 910514396 Approved 06/07/22 Approved 06/07/22 DONALD ROSE SANDRA LEWIS Approved 06/07/22 Auto approved by: 910514396 JOHN PAINE



ACCOUNTS PA P O BOX 389			İ		No: 0.70.00.0	·		00010755		
MOBILE, AL 36601 vendorinvoi	ces@city	ofmobile.o	rg	Rev <sup>-</sup> Buye		neej			Pag	
Vendor PETROLEUM T 7120 POINTE					Ship To WAVE TRA 1224 WES		55 ROAD	SOUTH		
FORT WAYNE,	IN 4680	4			MOBILE, CGULLETT			LE.ORG		
Tel#800-348 Fax 260	-3705 -203-382	0			Delivery CHANEL G					
					Deliver WAVE TRA 1224 WES	NSIT	55 ROAD	SOUTH		
					MOBILE,	AL 36	609			
Date Ordered	Vendor  Number	Date  Required	Ship  Via		  Terms		epartm	ent		
06/07/22	279229					W	AVE TR	ANSIT SY	/STEM	
LN Descripti	on / Acc	ount				Qty	Uni	t Price	Net	Price
	Authori	zed By: _	Si	ignat	ure		[	oate:		



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

## **Modification**

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 180000000002 NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2017 Procurement Folder: 368619

Expiration Date: 09/30/2022 Procurement Type: Master Agreement

Solicitation Number: Replaces Award Document:
Award Date: Replaced by Award Document:

Modification Date: 08/03/21 Version Number: 6

**CONTACT INFORMATION** 

 REQUESTOR:
 ISSUER:
 BUYER:

 Patrick Hemme
 Patrick Hemme
 Patrick Hemme

 334-242-7173
 334-242-7173
 334-242-7173

Pat.Hemme@purchasing.alabama.gov Pat.Hemme@purchasing.alabama.gov Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Ship To:

## REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address: Contact:

VC000046401: Petroleum Traders Corp Gayle Newton 2604326622

PO Box 2357 Gnewton@Petroleumtraders.Com

Fort Wayne IN 46801-2357

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	<b>Unit Price</b>	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	<b>Unit Price</b>	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

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

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

I	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

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	<b>Unit Price</b>	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	<b>Unit Price</b>	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	- DIFSFL F	UFL. MC	TOR FUFL)		•	•		

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	1		\$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

	Document Phase	Document Description	Page 17
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23
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 <a href="https://www.purchasing.alabama.gov">www.purchasing.alabama.gov</a>.

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)

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180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

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

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

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

#### 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 <a href="https://www.adeca.alabama.gov">www.adeca.alabama.gov</a>

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."

	Document Phase	Document Description	Page 19
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

## **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 \*\*\*\*\*\*\*\*\*\*\*\*

	Document Phase	Document Description	Page 20
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

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

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

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

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

### **Quantity:**

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

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

### Specifications, Samples, Protocols, Analysis Reports:

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

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

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

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

### **Bad Fuel:**

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

## **Pricing:**

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

## **Delivery time frame:**

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

### **Delivery Slip:**

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

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

### **Credit application or other forms:**

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

### Taxes/Fees:

	Document Phase	Document Description	Page 21
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

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

	Document Phase	Document Description	Page 22
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

## 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.

	Document Phase	Document Description	Page 23
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

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

	Gasoline	Diesel
	0.1800	
AL Inspection	\$0.0200	Exempt or \$0.0200**
	\$0.0019	
Federal Lust	\$0.0010	\$0.0010
AL Import Fee	N/A	\$0.0075

<sup>\*</sup>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:**6/14/2022

## **Submitted by:**

John Paine, Purchasing Agent

## **Sponsored by:**

Mayor William S. Stimpson

## **Purpose and Scope of Project:**

To approve issuance of purchase order to CDW Government LLC for Ipads for MPRD.

General fund.

## **Amount of Contract:**

\$23,024.86

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

**Budget Amendment REDUCE INCREASE** 

**Grant Funds Matching Funds** 

## **ATTACHMENTS:**

Description Upload Date Type

20220608 CDW Agenda Cover Memo 6/8/2022 Package POs

## **REVIEWERS:**

Department Reviewer Action Date

Mayors Office 6/9/2022 - 12:01 Montgomery, Brandi Approved

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	Department	Description	Amount	Vendor
	Year				
8998	2022	(2012) PARKS	17 APPLE IPAD	\$23,024.86	(272932) CDW
		MAINTENANCE	TABLETS		<u>GOVERNMENT</u>
			W/ACCESSORIES		<u>LLC</u>
			(SOURCEWELL		
			COOPERATIVE		
			PURCHASING		
			AGREEMENT)		

Adopted:		
	City Clerk	



Bill To ACCOUNTS PAYABLE P O BOX 389 Reguisition 00008998-00 FY 2022 22009967

Acct No:

1000.40.20.2030.2012.2005.0000.0000.44020.

MOBILE, AL

Review:

36601

Buyer: 9105fola Status: Converted

vendorinvoices@cityofmobile.org \_\_\_\_\_ Page 1

Vendor

CDW GOVERNMENT LLC 230 N MILWAUKEE AVE Ship To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

VERNON HILLS, IL 60061

MOBILE, AL 36607

HANKINSC@CITYOFMOBILE.ORG

Te1#877-501-2756 Fax 312-705-0431 Delivery Reference

CATHY HANKINS

Deliver To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

MOBILE, AL 36607

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department

04/25/22 |272932 | | |PARKS MAINTENANCE

LN Description / Account

\_\_\_\_\_\_\_

Qty Unit Price Net Price

General Notes

PER SOURCEWELL 081419-CDW TECH CATALOG.

001 ITEM: Apple 11 inch iPad Pro Wi

13.00 EACH

890.28000 11573.64

3rd generation tablet 256 11 Supplier Part No: 6512914 Fi Manufacturer Part No: MHQV3LL/A

Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP:

UNSPSC: 43211509

1 1000.40.20.2030.2012.2005.0000.0000.44020.

11573.64

Ship To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS

Deliver To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

MOBILE, AL 36607

002 ITEM: OtterBox Defender Series Pro back cover for tablet

13.00 EACH

74.89000

973.57



Page 2

Bill To

ACCOUNTS PAYABLE P O BOX 389

Reguisition 00008998-00 FY 2022 PO 22009967

Acct No:

1000.40.20.2030.2012.2005.0000.0000.44020.

MOBILE, AL

Review:

36601

Buver: 9105fola

vendorinvoices@cityofmobile.org \_\_\_\_\_ Status: Converted

Vendor

CDW GOVERNMENT LLC 230 N MILWAUKEE AVE

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

VERNON HILLS, IL 60061

MOBILE. AL 36607

HANKINSC@CITYOFMOBILE.ORG

Te1#877-501-2756 Fax 312-705-0431 Delivery Reference

CATHY HANKINS

Deliver To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

MOBILE, AL 36607

Date | Vendor | Date | Ship | Ordered | Number | Required | Via | |Terms | Department 04/25/22 |272932 | | |PARKS MAINTENANCE

\_\_\_\_\_

Qty Unit Price Net Price

LN Description / Account Supplier Part No: 6542288 Manufacturer Part No: 77-82262 Manufacturer Name: OtterBox Supplier Quote No: 37171 NIGP:

UNSPSC: 53121705

1 1000.40.20.2030.2012.2005.0000.0000.44020.

973.57

Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS

Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

003 ITEM: Apple 12 9 inch iPad Pro Wi Fi Cellular 5th generation tablet 256 G Supplier Part No:

4.00 1387.53000 EACH

5550.12

6512900 Manufacturer Part No: MHNX3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509

1 1000.40.20.2030.2012.2005.0000.0000.44020.

5550.12



ACCOUNTS PAYABLE P O BOX 389

MOBILE, AL

36601 vendorinvoices@cityofmobile.org Reguisition 00008998-00 FY 2022 22009967

Acct No:

1000.40.20.2030.2012.2005.0000.0000.44020.

Review:

Buyer: 9105fola

|Status: Converted

Page 3

Vendor

CDW GOVERNMENT LLC 230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Te1#877-501-2756 Fax 312-705-0431 Ship To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

MOBILE, AL 36607

HANKINSC@CITYOFMOBILE.ORG

Delivery Reference

CATHY HANKINS

Deliver To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor  Number	Date  Required	Ship  Via	  Terms	  De	partment		
04/25/22	272932				PA	RKS MAINTENANCE		
LN Docerint	ion / Acc					Unit Drice	Not	Duico

LN Description / Account

Qty

14.00

**EACH** 

Unit Price

128.36000

Net Price

Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS

Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

004 ITEM: Apple Pencil 2nd Generation stylus for tablet Supplier Part

No: 5337833 Manufacturer Part No: MU8F2AM/A Manufacturer Name: Apple Computer Supplier Quote No: 37171 NIGP: UNSPSC: 43211700

1 1000.40.20.2030.2012.2005.0000.0000.44020.

1797.04

1797.04

Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS

Deliver To



ACCOUNTS PAYABLE P O BOX 389

PO

Reguisition 00008998-00 FY 2022 22009967

Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020.

MOBILE, AL

Review:

36601

Buyer: 9105fola

vendorinvoices@cityofmobile.org

Status: Converted

Page 4

Vendor

CDW GOVERNMENT LLC 230 N MILWAUKEE AVE Ship To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

VERNON HILLS, IL 60061

\_\_\_\_\_

MOBILE, AL 36607

HANKINSC@CITYOFMOBILE.ORG

Te1#877-501-2756

Fax 312-705-0431

Delivery Reference CATHY HANKINS

Deliver To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

MOBILE, AL 36607

Date	Vendor	Date	Ship		1
Ordered	Number	Required	via	Terms	Department

04/25/22 | 272932 | |

\_\_\_\_\_\_

|PARKS MAINTENANCE

Qty Unit Price Net Price

158,69000

LN Description / Account LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE. MOBILE, AL 36607

005 ITEM: CDW Product Protection

17.00

EACH

2697.73

Premium 3 Years iPad Supplier Part No: 6027449 Manufacturer Part No: CDW2000IPDUCAD36D Manufacturer Name: Safeware Supplier Quote No:

37171 NIGP: UNSPSC: 43000000

1 1000.40.20.2030.2012.2005.0000.0000.44020.

2697.73

Ship To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS

Deliver To LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE. MOBILE, AL 36607

006 ITEM: OtterBox Defender Series

4.00 **EACH**  108.19000

432.76

back cover for tablet Supplier Part No: 6557688

Manufacturer Part No: 77-82269

491



Reguisition 00008998-00 FY 2022 Bill To

ACCOUNTS PAYABLE P O BOX 389

Acct No:

1000.40.20.2030.2012.2005.0000.0000.44020.

22009967

MOBILE, AL

Review:

36601

Buyer: 9105fola

vendorinvoices@cityofmobile.org

|Status: Converted Page 5

Vendor

CDW GOVERNMENT LLC 230 N MILWAUKEE AVE Ship To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

VERNON HILLS, IL 60061

MOBILE, AL 36607

HANKINSC@CITYOFMOBILE.ORG

Tel#877-501-2756 Fax 312-705-0431

Delivery Reference

CATHY HANKINS

Deliver To

LANGAN PARK DELIVERIES TO SAGE

48 N. SAGE AVE.

MOBILE, AL 36607

|Vendor |Date |Ship Date |Number |Required |Via ordered Terms |Department 04/25/22 | 272932 | PARKS MAINTENANCE

Qty Unit Price Net Price

LN Description / Account Manufacturer Name: OtterBox

Supplier Quote No: 37171 NIGP:

UNSPSC: 53121705

1 1000.40.20.2030.2012.2005.0000.0000.44020.

432.76

Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS

Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Requisition Link

Requisition Total

23024.86

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

Amount Remaining Budget

1000.40.20.2030.2012.2005.0000.0000.44020.

23024.86

281853.99

PARKS MAINTENANCE EXP

**OPERATING SUPPLIES** 

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

Activity Date clerk Comment

Approved 04/25/22

DANIEL OTTO

Approved 04/26/22 DONNA MICHELE STANLEY Auto approved by: 910516727



Bill To ACCOUNTS PAPER OF BOX 389		Requisition 00008998-00 FY 2022 PO 22009967 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL 36601 vendorinvo	ces@cityofmobile.org	Review:  Buyer: 9105fola  Status: Converted Page 6
Vendor CDW GOVERNM 230 N MILWA		Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
VERNON HILL	.s, IL 60061	MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG
Tel#877-503 Fax 312	2756 2-705-0431	Delivery Reference CATHY HANKINS
		Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
		MOBILE, AL 36607
Date Ordered	Vendor  Date  Ship  Number  Required  Via	o      Terms  Department
04/25/22	272932	PARKS MAINTENANCE
Approved Approved	on / Account I 04/26/22 DONALD ROS I 04/26/22 SANDRA LEV I 04/26/22 JOHN PAINE	VIS Auto approved by: 910516727
	Authorized By:	Date: Signature

Cooperative Purchasing V Services & Programs V





# CDW-G

**Technology Catalog Solutions** 

#081419-CDW

Maturity Date: 10/30/2023

Products & Services

Contract Documents

Pricing

Contact Information

Buy Sourcewell

### **Products & Services**

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

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

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

cdwg.com/sourcewell

Locate your local dealer or representative 🗵

## Become a Member

Simply complete the online application or contact the Client

Development team at service@sourcewell-mn.gov or 877-585-9706.

## Search Vendors & Contracts

General Contracts

ezIQC Contracts

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







Compliance & Legal Solicitations Careers Contact

Sourcewell for Vendors >

Terms & Conditions Privacy Policy Sitemap Accessibility

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Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
Α	Accessories (A)	All Brands Excluding Apple	7.50%
В	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
С	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
Н	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
0	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
Р	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

# 2020-2021 CDW-G Professional Services Hourly Rates

# **Sourcewell Contract 081419-CDW**

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)	
Associate Consulting Engineer	\$175	
Consulting Engineer	\$215	
Senior Consulting Engineer	\$225	
Technical Lead/Principal Consulting Engineer	\$255	
Enterprise Consulting Architect	\$255	
Business Consulting Analyst	\$245	
Project Administrator	\$165	
Project Manager	\$210	
Senior Project Manager	\$215	
Enterprise Project Manager, PMO Lead	\$230	
Program Manager	\$230	
Technical Architect	\$350	

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



Rachel Laurie Riddle Chief Examiner

November 5, 2021

Alabama Community College System Alabama County Commissions Alabama Municipalities City and County Boards of Education

To Whom It May Concern,

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

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

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. <u>See</u> Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does <u>not</u> apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle CHIEF EXAMINER



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

## **Submitted by:**

John Paine, Purchasing Agent

## **Sponsored by:**

Mayor William S. Stimpson

## **Purpose and Scope of Project:**

To approve purchase order to Coastal Tree Company for Airport Blvd ROW tree limb clearance and tree removal.

General Fund.

## **Amount of Contract:**

\$111,000.00

**Funding Source** 

Project # **Discretionary Funds Project String Contract Number:** 

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

**Grant Funds Matching Funds** 

## **ATTACHMENTS:**

Description Type Upload Date

20220609 Coastal Agenda Cover Memo 6/9/2022

Package POs

## **REVIEWERS:**

Action Department Reviewer Date

6/9/2022 - 2:20 Mayors Montgomery, Brandi Approved

Office 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
10889	2022	(2018) FORESTRY	AIRPORT BLVD ROW TREE LIMB CLEARANCE AND TREE REMOVAL (SEALED BID 5672)	\$111,000.00	(296766) COASTAL TREE COMPANY

Adopted:		
	City Clerk	



Requisition 00010889-00 FY 2022

ACCOUNTS PAYABLE P O BOX 389

Acct No:

1000.40.20.2070.2018.2070.0000.0000.42070.

MOBILE, AL

Review:

36601

Buyer:

|Status: Approved

Ship To

vendorinvoices@cityofmobile.org \_\_\_\_\_ Page 1

Vendor

COASTAL TREE COMPANY

5651NATCHEZ HWY

URBAN FORESTRY ATTN: PETER TOLER

1900 HURTEL STREET MOBILE, AL 36605

PETER.TOLER@CITYOFMOBILE.ORG

WILMER, AL 36587 USA

Te1#678-488-7749

Deliver To URBAN FORESTRY

ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

1.00

EACH

16000.00000

Date | Vendor | Date | Ship Ordered Number Required Via Terms |Department

06/09/22 |296766 | | FORESTRY

LN Description / Account Qty Unit Price Net Price

## General Notes

AS PER MY BID #5672 AND YOUR QUOTE 001 GOVERNMENT STREET TREE LIMB

REMOVAL TO INCREASE THE CLEARANCE FOR STTREET TRAFFIC TO FIFTEN (15) ON AIRPORT BLVD EASTWARD FROM SAGE AVENUE TO ITS TERMINUS AT GOVERNMENT STREET WITH ADDITIONAL CLEARING ON GOVERNMENT AND HOUSTON

STREETS AS DEFINED IN CITY OF MOBILE BID #5672

1 1000.40.20.2070.2018.2070.0000.0000.42070.

16000.00

16000.00

Ship To

URBAN FORESTRY

ATTN: PETER TOLER 1900 HURTEL STREET

MOBILE, AL 36605

Deliver To URBAN FORESTRY

ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

002 AIRPORT BLVD TREE REMOVAL OF ALL MARKED TREES ON AIRPORT BLVD

1.00 86000.00000 **EACH** 

86000.00

501



ACCOUNTS PAYABLE

P O BOX 389

MOBILE, AL 36601

vendorinvoices@cityofmobile.org \_\_\_\_\_ Requisition 00010889-00 FY 2022

Acct No:

1000.40.20.2070.2018.2070.0000.0000.42070.

Review:

Buyer:

|Status: Approved

Page 2

vendor

COASTAL TREE COMPANY

5651NATCHEZ HWY

WILMER, AL 36587

USA

Te1#678-488-7749

Ship To

URBAN FORESTRY

ATTN: PETER TOLER

1900 HURTEL STREET MOBILE, AL 36605

PETER.TOLER@CITYOFMOBILE.ORG

Deliver To **URBAN FORESTRY** ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

Qty

1.00

**EACH** 

Date | Vendor | Date | Ship Ordered Number Required Via Terms |Department 06/09/22 | 296766 | | FORESTRY

LN Description / Account EASTWARD FROM SAGE AVENUE TO ITS TERMINUS AT GOVERNMENT STREET WITH ADDITIONAL CLEARING ON GOVERNMENT AND HOUSTON STREETS AS DEFINED IN CITY OF MOBILE BID #5672.

1 1000.40.20.2070.2018.2070.0000.0000.42070.

86000.00

Ship To

URBAN FORESTRY

ATTN: PETER TOLER 1900 HURTEL STREET

MOBILE, AL 36605

Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

003 AIRPORT BLVD SIDEWALK LIMB REMOVAL ON AIRPORT BLVD EASTWARD FROM SAGE AVENUE TO ITS TERMINUS AT GOVERNMENT STREET WITH ADDITIONAL

CLEARING ON GOVERNMENT AND HOUSTON STREETS AS DEFINED IN CITY OF

MOBILE BID #5672

1 1000.40.20.2070.2018.2070.0000.0000.47020.

9000.00000

Unit Price Net Price

9000.00

9000.00



Requisition 00010889-00 FY 2022

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.40.20.2070.2018.2070.0000.0000.42070.

MOBILE, AL

Review:

36601

Buyer:

Ship To

vendorinvoices@cityofmobile.org |Status: Approved Page 3

Vendor

COASTAL TREE COMPANY

URBAN FORESTRY

5651NATCHEZ HWY

ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

WILMER, AL 36587

PETER.TOLER@CITYOFMOBILE.ORG

USA Te1#678-488-7749

> Deliver To **URBAN FORESTRY** ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

|Vendor |Date |Ship Date

|Number |Required |Via Ordered Terms |Department 06/09/22 | 296766 | FORESTRY

LN Description / Account

Unit Price Qty

Net Price

Ship To

URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET

MOBILE, AL 36605

Deliver To URBAN FORESTRY

ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

Requisition Link

Requisition Total

111000.00

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

Amount Remaining Budget

1000.40.20.2070.2018.2070.0000.0000.42070.

102000.00 180030.66

FORESTRY EXP CONTRACT LABOR

1000.40.20.2070.2018.2070.0000.0000.47020.

9000.00 180030.66

EQUIPMENT (LESS THAN \$5000) FORESTRY EXP

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

Activity Date clerk Comment

06/09/22 Auto approved by: 910518527 KINA ANDREWS Approved

06/09/22 Approved JAMES DELAPP

06/09/22 Approved DONNA MICHELE STANLEY Auto approved by: 9105paij Approved 06/09/22 Auto approved by: 9105paij DONALD ROSE



Bill To ACCOUNTS PAYABLE P O BOX 389  MOBILE, AL	Requisition 00010889-00 FY 2022     Acct No:  1000.40.20.2070.2018.2070.0000.0000.42070.  Review:
36601 vendorinvoices@cityofmobile.org	Buyer:  Status: Approved Page 4
Vendor COASTAL TREE COMPANY 5651NATCHEZ HWY  WILMER, AL 36587 USA Te1#678-488-7749	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG
	Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605
Date  Vendor  Date  Ship Ordered  Number  Required  Via	
06/09/22  296766	FORESTRY
LN Description / Account Approved 06/09/22 SANDRA LEW Approved 06/09/22 JOHN PAINE	
Authorized By:S	Date:ignature

#### SEALED BID

Typed by:

## **CITY OF MOBILE**

#### **BID SHEET**

This is Not an Order

Do Not Return Via Email or Fax

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

sd

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

Buyer:

002

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

505

	Please quote the	lowest price at which you will fur	rnish the article	s listed	below			
DATE	BID NO.	DEPARTMENT	Commoditie	s to be c	lelivered F.C	.B. Mol	bile to:	
04/18/2022	5672	FORESTRY	As	Specif	ĭed			
This bid must be	received and stam	ped by the Purchasing office no	t later than: 11:0	00 AM, 1	FRIDAY, M	IAY 29,	2022	
OHANITITY ARTI		nis form ONLY. Make no changes on this form	orm. Attach	LINUT	UNIT PR	_	EXTENS	
Tre and We atta	TREE LIN ee Limb Removal, dattached. ork is defined on the ached pricing sheet	MB AND TREE REMO  Trimming and Tree Removal as period at the control of the program. Additional information in the control of	per the following	UNIT	Dollars	Cents	Doilars	Cents
vendo busine to issu Vendo State t See: <u>w</u> Please	r may be required to ess in the State of Ala ance of a Purchase Cors are solely respons to determine whether www.sos.alabama.gov	ible for consulting with the Secretary a Certificate is required.  //BusinessServices/ForeignCorps.aspetween application for the issuance of	or y of					
		Page 1			TOTA	L		
RETURN ONE SIGNE IN ENCLOSED ENVE		State deliv	ery time withir		-		eipt of P.	Ο.
We will allow a discount _ and correct invoice of com	% 20 days	from date of receipt of goods	Signature					

- 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.
- 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 <a href="https://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>. 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 \_\_\_\_

JANTITY	Bid on this form ONLY. Make no changes on this form. Additional in-		UNIT PRICE		EXTENSION	
DANTITY	ARTICLES formation to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
	Page 2					
	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).				8	Ξ
	Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
	State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.				8	
	Questions should be sent to <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a> Do Not Direct Questions to Departments. Questions posed Directly to Departments and Answers received are not official and will not be honored.					
	Only Questions and Answers delivered through the <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a> will be official and honored.				#	
	Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.					
	City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order.					
	TO BE AWARDED ON A PER ITEM BASIS.					
			тот	AL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name					
D					

ROADWAY TREE LIMB REMOVAL	\$ -
TREE REMOVAL	\$ v .
	8
SIDEWALK LIMB REMOVAL	\$

#### SPECIFICATIONS FOR CORRIDOR PRUNING AND REMOVAL

#### I. SCOPE OF WORK

#### A. - BASE BID

 Tree Pruning: Prune trees along the specified roadway to a height of fifteen feet (15') from the road surface and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

AIRPORT BLVD (both sides) from its intersection at SAGE AVENUE, east until its junction with OLD GOVERNMENT ST at KENAN ST, then OLD GOVERNMENT ST east until its junction with GOVERNMENT ST, then GOVERNMENT ST, from its junction with OLD GOVERNMENT ST, west until its junction with HOUSTON STREET, then north on HUSTON ST until its junction with OLD GOVERNMENT ST.

2. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

#### B. - ALTERNATE A

1. Tree Pruning over Sidewalks: Prune branches over the sidewalk to a height of seven feet (7') along the specified roadway above.

#### **GENERAL FOR ALL:**

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

#### II. QUALIFICATIONS AND STANDARDS

#### A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

- 2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.
- Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).
- 4. Contractor must have uniformed staff and identifiable equipment.
- 5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.
- Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.
- 7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Quote or any activities conducted pursuant thereto, Contractor agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.
- 8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.
  - General Liability insurance- public liability including premises, products and complete operations.
    - (1) Bodily injury liability: \$250,000 each person \$500,000 each occurrence
    - (2) Property damage liability- \$100,000 each occurrence. Or, (in lieu of (1) and (2) above
    - (3) Bodily injury and property damage combined-

#### \$500,000 per occurrence

- b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.
  - (1) Bodily injury liability: \$250,000 each person \$500,000 each occurrence
  - (2) Property damage liability- \$100,000 each occurrence.
     Or, (in lieu of(l) and (2) above)
     Bodily injury and property damage combined-\$500,000 per occurrence
- c. Statutory Workers Compensation.
- 9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- 10. Contractor will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the purchase order and shall be responsible for all damages resulting therefrom.
- 11. Contractor will not currently be engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

#### B. PERFORMANCE STANDARDS AND COMPLIANCE

- 1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.
- Contractor shall arrange work so that sidewalks and streets will be safely passable.
   Contractor must comply with existing traffic ordinances and coordinate directly with
   City of Mobile for any traffic control or vehicular problem.. Contractor must submit a
   Traffic Control Plan at least two working full days prior to proceeding when working in

the roadway or performing any activities that will affect traffic. Contractor may contact Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

- 3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.
- 4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.
- 5. All low branches over the street shall be pruned to provide a clearance of 15 (fifteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.
- 6. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.
- 7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.
- Contractor shall notify all public service utilities to resolve conflicts concerning their property.
- Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.
- 10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.
- 11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-

- swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.
- 12. Contractor may work weekdays and Saturday, between the hours of 9:00 am an 4:00 pm.

#### C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

- Contractor will work under the direct supervision of the City of Mobile Urban Forester.
- 2. Unless otherwise agreed to by City, Contractor is to complete all work within 30 days of contract execution.
- 3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.
- Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.
- 5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.
- 6. Prior to invoice payment, City of Mobile Forestry staff will confirm that the work is complete and in compliance with ANSI 300A standards.

#### III. BID SUBMISSION

- A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.
- B. No bid, performance, or labor/materials bonds are required.
- C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.
- D. A properly submitted Bid must include:

- 1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
- 2. Copy of Bidder's City of Mobile business license.
- 3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
- 4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.
- E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.
- F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions
  - 1. Register as a vendor with the City of Mobile.
  - 2. Submit proof of enrollment in the Federal E-Verify program
  - 3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements



## PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



## **ADDENDUM**

# CITY OF MOBILE BID #5672 FOR TREE LIMB & TREE REMOVAL

MAY 3, 2022

RE: City of Mobile Bid #5672 for Tree Limb & Tree Removal

Please consider the following to be ADDENDUM to City of Mobile Bid #5672 for Tree Limb & Tree Removal.

## Please Change Opening Date & Time

From: 11:00am, FRIDAY, MAY 29, 2022

To: 12:01pm, THURSDAY, MAY 12, 2022

To Be Awarded on a Per Item Basis.

Thank you for your consideration in this matter.

Sincerely,

Jøhn Paine

Purchasing Agent City of Mobile



#### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

## **Submitted by:**

John Paine, Purchasing Agent

## **Sponsored by:**

Mayor William S. Stimpson

## **Purpose and Scope of Project:**

Right of way mowing services contract with Best Price Services for Michigan Avenue.

General fund.

#### **Amount of Contract:**

\$77,000 per year up to three years

**Funding Source** 

Project # 1004-2086-42070 Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

#### **ATTACHMENTS:**

Description Type Upload Date 2022 Best Price MIchigan Cover Mome 6/2/2022

Ave Cover Memo 6/2/2022

#### **REVIEWERS:**

Department Reviewer		Action	Date
Budget	Sapp, Celia	Approved	6/9/2022 - 8:35 AM
Legal	Kern, Chris	Approved	6/9/2022 - 12:38 PM
Legal	Kern, Chris	Approved	6/9/2022 - 12:38 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 2:13 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 Best Price Services LLC, for the Right of Way Mowing of Michigan Ave between S. Broad St. to California St. for the current mowing season and extendable for two (2) additional mowing seasons 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

Adopted:		
	City Clerk	

the Office of the City Clerk.

## AGENDA ITEM SUMMARY SHEET

Agenda of:			Item No	
	Date			
Submitted by:	PURCHAS	SING	JOI	HN PAINE
_	Departme	ent	Depa	rtment Head
Sponsored by:	WILLIAM S. S	TIMPSON		MAYOR
	Name			Title
Reviewed by: _	Exe			
Routing Authoriz	zed:		<del></del>	Date
	id explanation of the follow			Date
		•		
PROJECT NAME:	RIGHT OF WAY MO	WING MICHIGAN	AVE. BETWEEN S. B	ROAD & CALIFORNIA
PURPOSE & SCOF	'E OF PROJECT:			
				ING SEASON TO BE
MOVED APPO	A. 22 TIMES. COST	TO MOW EACH T	IME \$ 3,500.00 PER	MOWING
RESOLUTION X	C	PRDINANCE	OTHE	₹ 🗌
AMOUNT OF CON	TRACT: \$ 77,000.00 F	PER MOWING SEA	ASON	
FUNDING SOURCE				
	1004-2086-42070		Discretionary Funds	. N/A
	dment: REDUCE			N/A
Grant funds:	N/A		Matching funds:	N/A
Associated Co	sts:			
_	year (itemize)			
	pe:N/A		Amount:	N/A
Future y Ye	ears ear:N/A		Amount	N/A
*If Cost will continue	e, write "indefinite" and list	project annual cost.	Amount:	IN/A
Effective date of cor	ntract: UPON COUNC	IL APPROVAL		
	ntract (if applicable): JAN			
	on:		<del></del>	
	received bid packages (if			
	submitted bids (if applicab			
	est bid, explain why not:	-19 2		

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 \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_\_, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, BEST PRICE 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:

**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.

Michigan Ave between S Broad St to California St \$3,500.00 per mowing

**ARTICLE 2.** <u>Insurance</u>: 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.** <u>Licenses, permits, etc.</u>: 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. <u>Nondiscrimination</u>: 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

ARTICLE 11. <u>Termination of Contract</u>: 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 <u>ATTN</u>: 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 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:

Best Price Gerrices LLC C/8 Anthony Richardson 7057 Fonest Glenn Court Trungton, AL 34544

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,
On behalf of Best Price Screeces, uc
On behalf of Best Price Services, We
5/31/2022 Date
State of Alabama
Mobile County
I,, a Notary public in and for said County and State, hereby certify that, whose name is known to me, acknowledged before me on this the day of, 20, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.
Notary Public  My Commission expires on:
CITY,
ts Mayor
Date
ATTEST:
City Clerk Date

# EXHIBIT A

#### **SEALED BID**

## CITY OF MOBILE

#### **BID SHEET**

#### Do Not Return Via Email or Fax

**Mailing Address:** 

IN ENCLOSED ENVELOPE

and correct invoice of completed order.

We will allow a discount \_\_

Typed by:

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

Buyer:

% 20 days from date of receipt of goods

This is Not an Order

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

528

Typed by:	sd		Buyer: 002						
	PI	<del></del>	west price at which you will t						
DATE		BID NO.	DEPARTMENT	Commodition	mmodities to be delivered F.O.B. Mobile to:				
03/2	1/2022	5662	PARKS		A	s Directe	d		
This bid	must be rece	ived and stampe	d by the Purchasing office r	not later than:	11:00 A	M, Friday,	Anril 8.	2022	
QUANTITY	ARTICLE		form ONLY. Make no changes on this	s form. Attach		UNIT PF	RICE	EXTENSION	
QUANTITY	ATTIOLL	any addition	al information required to this form.		UNIT	Dollars	Cents	Dollars	Cents
		RIGHT-0	OF-WAY MOWING SERV	VICES					
		ty of Mobile is seekir he following and atta	ng bids on mowing of City of Mob ched specifications.	ile Right-of- Ways				3	
		trimming, edging, re	all cost of the complete cycle of a semoval of trash/litter, and blowing						
	edged, notifies	trash/litter removed, the contractor other	cycle (cycle) as having a street morand blown once as a complete cycle wise. The City has the right to tell ased upon weather conditions.	le, unless the City				ð	
	award o mowed a 7-day	date and December 3 on a 14-day cycle in cycle at the instructi	all areas mowed approximately 32 1, 2022. The mowing cycles will hapril and during the month of Octon of the City until October 31, 20 required up to December 31, 2022.	have all areas tober, changing to 022.					
	A mand opening		g will be held approximately 1 we	ek before bid					
			ng is scheduled for 8:30am on Fr el St, Mobile, AL 36605.	iday,					
	capacity bidder.	y to successfully perf The City may elect t der to most efficiently	ts sole discretion, whether a low beform the work for which that bidde to limit the number or the scope of y allow for the successful complete	er is the lowest Sbid awards to any				2	
						TOTA	L		
RETURN O	NE SIGNED C	OPY OF THIS BID	State de	livery time withi	n	days o	of rece	eipt of P	.O.

Page\_\_\_\_ \_\_ of\_\_

UANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional in-		UNIT PR	ICE	EXTENS	SION
	remation to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cent
	Page 2 of 5					
	There is no guarantee on the number of cycles to be completed.  Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used.					
	Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile.					
	The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass.					
	In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.		-			
	Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.					
	If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.					
=	Pricing is non-negotiable.					
	This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets".					
	At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.					
	The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:					
	-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.				W	
			тот	AL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

Firm Name Dest PRICE OURNCES, LLC

Page	of
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QUANTITY	Bid on this form ONLY. Make no changes on this form. Additional in-		UNIT PRICE	ICE	EXTENS	ION
GOARTITT	ARTICLES formation to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cent
	Page 3 of 5					
	-Their City of Mobile Business License Number.					
	-Their registration with the E-Verify Program, Federal and State.					
	-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
	The following is required and must be filled in:				3	
	Registration Number with Secretary of State Office 316-222  City of Mobile Business License Number  E-Verify Enrollment Number 47-3927306					
	City of Mobile Business License Number  80325					
	E-Verify Enrollment Number 47-3927306					
	Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YESNO					
	Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.					
	City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.					
	The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.					
	Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.				E	
	Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.					
	If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.					
			ТОТ	AL		
DETUDN						-

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

Firm Name Dest Heice Services LLC

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

Page	of
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UANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached boxes.	UNIT	UNIT PR	CE	EXTENS	ION
	ARTICLES formation to be submitted on separate sheet and attached hereto.	ONT	Dollars	Cents	Dollars	Cent
	Page 4 of 5					
	The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.				(2)	
	City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved.		."			
	City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.					
	When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:				5	
	The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached)					
	The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed.				R	
	At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets.					
	A bid bond is not required.					
	Online Link to Maps of the areas to be mowed. <a href="https://maps.cityofmobile.org/bids/5662/index.html">https://maps.cityofmobile.org/bids/5662/index.html</a>					
	All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to 11:00 AM, Friday, April 8, 2022.				8	
	Any bids delivered after 11:00 AM, Friday, April 8, 2022, will be returned unopened.					
	It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to 11:00 AM, Friday, April 8, 2022, date for the bid.				**	
	Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.					
			ТОТ	AL		
DETLIDAL	ONE CLOVED CODY OF THE CO.				-	-

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

Page\_\_ Bid on this form ONLY. Make no changes on this form. Additional in-**UNIT PRICE EXTENSION** QUANTITY **ARTICLES** UNIT formation to be submitted on separate sheet and attached hereto. Dollars Cents Dollars Cents Page 5 of 5 Pricing for this bid to be good for the current mowing season to December 31, 2022. For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under Bid #5662. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications This is a sealed bid; your response must be in a sealed envelope that has the **Bid** #5662 on the outside and/or with the date and time of the bid opening 11:00 AM, Friday, April 8, 2022. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. This bid is being awarded for one (1) mowing season (April to October). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional moving seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season. TO BE AWARDED ON A STREET BY STREET BASIS.

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

TOTAL

Firm Name Best PRICE SCRVICES, LLC

By Many Box Descriptions

By Many

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

## MAIN THOROUGHFARE MOWING CONTRACT STREETS 10/31/22:

STREET		FROM	TO
Government Street	/Highway 90	(Just east of Eslava Creek)	Bellingrath Road
	Price for one (1) mowing,	trimming, and edging \$ <b>9,5</b>	00.00
Airport Blvd.		Florida Street	West of Dawes Road
	Price for one (1) mowing,	trimming, and edging \$ 8,50	0.00
University Blvd/D	emetropolis Rd	Moffett Road	Highway 90
	Price for one (1) mowing,	trimming, and edging \$ 6,50	00.00
Dauphin Street		Mobile Street	McGregor Avenue
	Price for one (1) mowing,	trimming, and edging $\$$ $3,5$	00.00
Springhill Ave		Lyons Park Avenue	West I-65 Service Road
	Price for one (1) mowing,	trimming, and edging \$ 3,5	00.00
Dauphin Island Pk	wy	Halls Mill Road	Faye Street
	Price for one (1) mowing,	trimming, and edging $\$$ $3,5$	00.00
Michigan Avenue		S Broad Street	California Street
	Price for one (1) mowing,	trimming, and edging \$ 3,5	00, 00
Grelot Road		Knollwood Dr	Cody Road
	Price for one (1) mowing,	trimming, and edging \$ 3,50	00,00
Old Shell Road		Cody Road	Wacker Lane
	Price for one (1) mowing,	trimming, and edging \$ $2,5$	00.00
Knollwood Drive		Cottage Hill Park	Highway 90
	Price for one (1) mowing,	trimming, and edging \$ <b>4,5</b>	00.00
Hillcrest Road Nor	th	Airport Blvd	Girby Road
	Price for one (1) mowing,	trimming, and edging $\$\_3,5$	500.00
Hillcrest Road Sou	th	Girby Road	Three Notch Road
	Price for one (1) mowing,	trimming, and edging \$	500.00
Cottage Hill Road		Pleasant Valley Road	Cody Road
	Price for one (1) mowing,	trimming, and edging \$4,5	600. Q
Azalea Road		Michael Blvd	Moncliff Drive
	Price for one (1) mowing,	trimming and edging \$ .5.5	00.00

## HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	ТО
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging \$ 5,500,50

Online Link to Maps of the Above Areas https://maps.cityofmobile.org/bids/5662/index.html

# City of Mobile Main Thoroughfare Mowing Specifications

#### Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
  - Bahia 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
  - St. Augustine 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
  - Specified areas 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road))
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing)
   before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

#### **String Trimming**

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done
  at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

#### **Edging**

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

#### **Blowing**

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

#### Litter

Any manmade object as large as a cigarette butt shall be considered litter

#### Herbicides

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

#### Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles up to 32 (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion. Additional years extension would run from that years date of approval to December 31 of that year

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a nonselective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

### Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
  - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
  - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
  - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is
  visible in all directions to traffic; Contractors equipment shall also include retroreflective material visible from all directions and shall have a "slow moving
  vehicle" placard mounted on equipment that may be operated on or adjacent to
  the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

## BEST PRICE SERVICES, LLC 7057 FOREST GLENN COURT IRVINGTON, AL 36544

To whom it may concern:

Here is the description of the equipment for Best Price Services, LLC:

- 1. (6) Commerical Kabota 60-inch ZD 1211 lawn mowers
- 2. (2) Commerical 60-inch Gravely lawn mowers
- 3. (17) Stihl 235 weed eaters
- 4. (6) Stick edgers
- 5. (6) 550 Backpack blowers
- 6. (4) Backpack sprayers
- 7. (3) F-150 trucks
- 8. (2) F-450 trucks
- 9. (1) F-350 truck
- 10. (2) Enclosed trailers to transport equipment

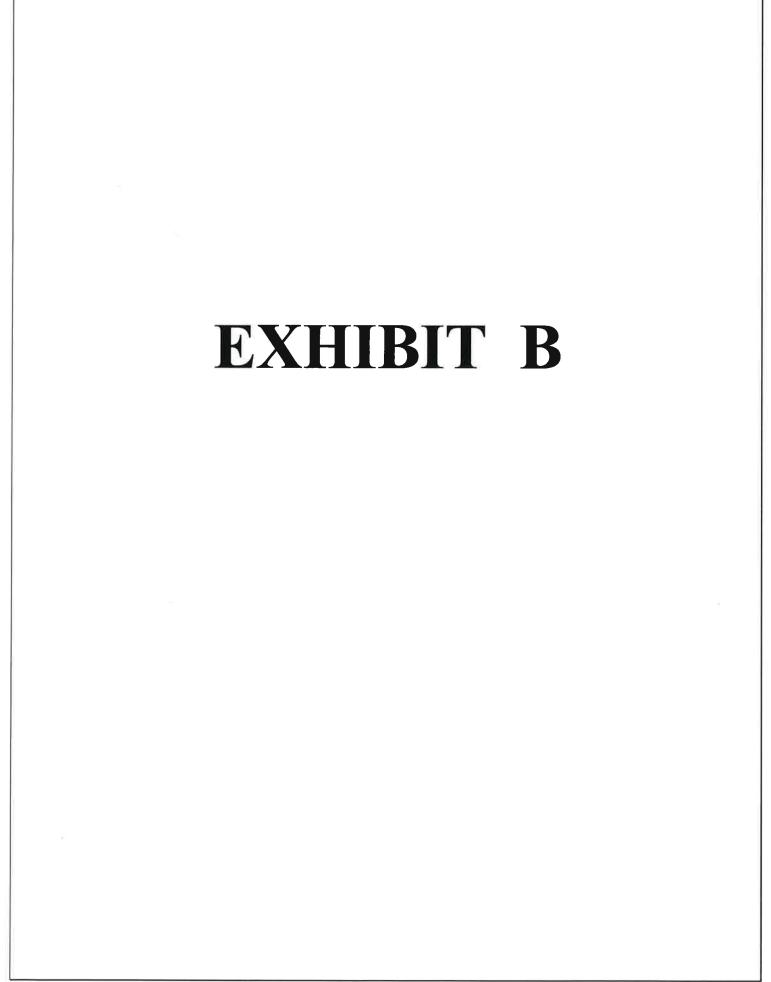
We employ 16 full-time employees that consist of (2)-eight male/female crew.

For example: I will have a crew on (one) road and (one) crew on another road. Once they complete one road, they will move onto a different road as a crew. We will have (two) people in a truck and they will be responsible for spraying and making corrections on each road. Every employee has a role and certain job duties that they are responsible for getting done and they are aware of the standards of this company as well as for The City of Mobile.

Thank you for your time!!

Anthony Richardson

Best Regards,





## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/1/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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		NAME: Katie Grissett	
eNational Insurance Agency		PHONE (A/C, No, Ext): 251-344-5393 (A/C, No): 251-34	13-5490
4325 Midmost Dr., Ste C		E-MAIL ADDRESS: Info@eNationalInsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
Mobile	AL 36609	INSURER A: WESTERN WORLD INSURANCE	13196
INSURED		INSURER B: WESCO INSURANCE COMPANY	25011
BEST PRICE SERVICES, LLC		INSURER C: CNA SURETY	
7057 FOREST GLENN COURT		INSURER D: SCOTTSDALE INSURANCE COMPANY	41297
		INSURER E: PRIME INSURANCE COMPANY	12588
IRVINGTON	AL 36544	INSURER F :	
COVERAGES CERTIFICA	ATE NUMBER:	REVISION NUMBER	

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.

MERCIAL GENERAL LIABILITY	TYPE OF INSURANCE INSU WVD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
						MED EXP (Any one person)	\$ 5,000
	Υ		NPP8818413	6/18/2021	6/18/2022	PERSONAL & ADV INJURY	\$ 1,000,000
GREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 1,000,000
CY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ INCLUDED \$
ILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
NUTO						BODILY INJURY (Per person)	\$
WNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
		_					\$
OCCUR						EACH OCCURRENCE	\$
SS LIAB CLAIMS-MADI						AGGREGATE	\$
RETENTION \$							\$
COMPENSATION DYERS' LIABILITY Y/N						PER X OTH-	
METOR/PARTNER/EXECUTIVE N	N/A		WWC3525621	5/24/2021	E/24/2022	E.L. EACH ACCIDENT	\$ 1,000,000
B OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			111700020021	3/24/2021	312412022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
In N	IH)	IH)	(H) under	(H)	(H) (724/2021 Junder	(H) 3/24/2021 3/24/2022 Under	HR ER EACLODED?   N   WWC3525621   5/24/2021   5/24/2022   E.L. DISEASE - EA EMPLOYEE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY

CERTIFICATE HOL	DER		CANCELLATION
CITY OF MOBILE P.O.BOX 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.
P.O.BOA	1627		AUTHORIZED REPRESENTATIVE
MOBILE		AL 36633	SAM STEWART

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/20/2019

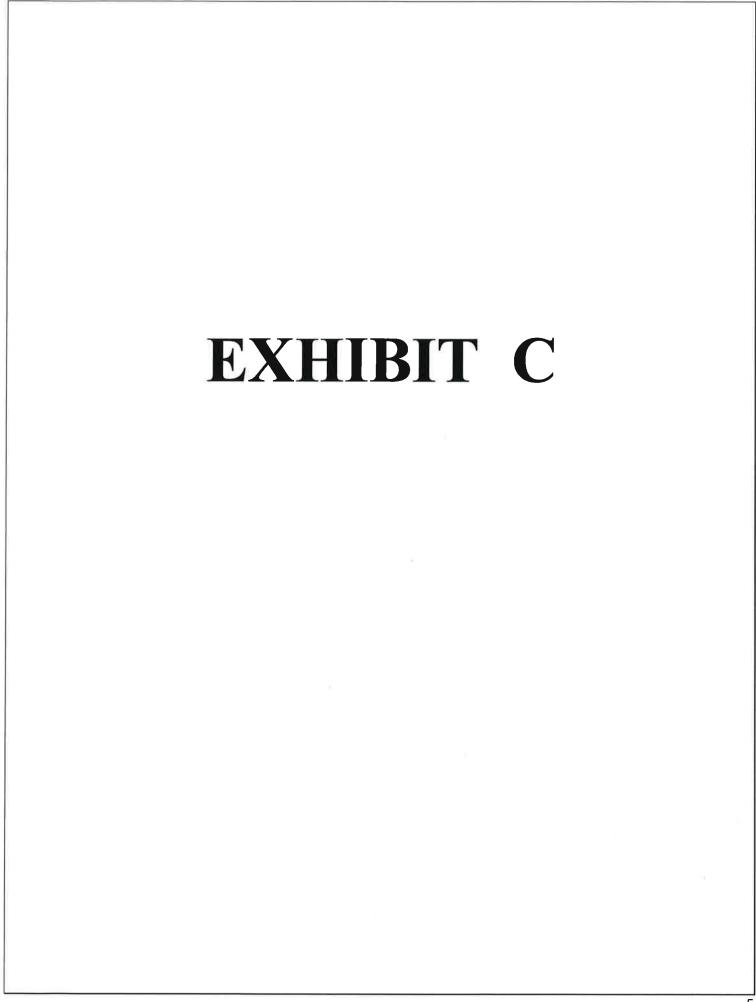
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED

	ertificate holder in lieu of such endo				CONT	TACT					
ALL	. RISK AGENCY				PHON	E: PAULA	NYE				
	DOWNTOWNER BLVD				(A/C, No. Ext): 251-344-1127 (A/C No. 251.344.0039						
	BILE, AL 36609				ADDRESS: paulanye08@gmail.com						
1010	DIEE, AE 30009				INSURER(S) AFFORDING COVERAGE						
*****	Nen				INSU	RERA: NATIC	NAL GENER	RAL.	NAIC #		
เทรบ	ANTHONY RICHARDSO	M			INSU	RER B :					
	7057 FOREST GLENN O				INSURER C:						
	IRVINGTON, AL 36544	100			INSURER D:						
	3,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1				INSURER E : AM TRUST NORTH AMERICA						
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1		-						PERSONAL & ADV INJURY \$			
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: /	AND EMPLOYERS' LIABILITY  ANY PROPRIETORIPARTNER/EXECUTIVE Y/N		r	2222224				TORY LIMITS ER			
	OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	N/A		28389891		05/24/2019	05/24/2020		000,000		
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7	DESCRIPTION OF ERATIONS DOOR							EL DISEASE POLICY LIMIT \$ 1.0	000,000		
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SCR	IPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ittach A	CORD 101, Additional Remarks	Schedule,	. If more space is	required)				
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	CITY OF MOBILE				SHO	ILD ANY OF *	HE ABOVE D	decouper not tours			
					Inc	EXPIRATION	DATE THE	SCRIBED POLICIES BE CANCE REOF, NOTICE WILL BE D	LLED BEFORE		
	770 GAYLE ST.				ACC	ORDANCE WIT	H THE POLIG	Y PROVISIONS.	CHIVELED IN		
	MOBILE, AL 36604						0 /V				
	ATTN: JOHN PAYNE				AUTHOR	IZED REPRESEN	TATIVE	61			
	ATTN: JOHN PAYNE					EDGAR		in / la			

ACORD 25 (2010/05)

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# CITY OF MOBILE **BUSINESS LICENSE**

Mobile, Alabama

## POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

## Issued to:

BEST PRICE SERVICES LLC T6 7057 FOREST GLENN CT IRVINGTON, AL 36544-3671

YEAR —	LICENSE NO.
2022	80325
2/4/2022	12/31/2022

561730 LAWN AND GARDEN SERVICE(S) 236120 BUILDERS AND/OR CONTRACTORS

Donna G. Bryars, Revenue Director

City of Mobile Revenue Department

www.cityofmobile.org/revenue

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BEST PRICE SERVICES LLC 7057 FOREST GLENN CT IRVINGTON, AL 36544-3671

1358 T6 P1

Jim Bennett Secretary of State P.O. Box 5616 Montgomery, AL 36103-5616

# STATE OF ALABAMA

I, Jim Bennett, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

### BEST PRICE LAWN SERVICES LLC

This name reservation is for the exclusive use of ANTHONY RICHARDSON, 7057 FOREST GLEN COURT, IRVINGTON, AL 36544 for a period of one year beginning August 08, 2014 and expiring August 08, 2015



RES664922

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

August 08, 2014

Jim Bennett

Date

Ji sum

Alabama Sec. Of State

Secretary of State Date

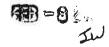
316-222 DLL Date 8/20/2014 Time 17:00 140822 4 Pp

File Ackn....

New Entity

100.00

Total 01/014 \$100.00



### STATE OF ALABAMA

فريه الطسار

## DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT TO FORMATION/ORGANIZATION

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-I-3.13 and 10A-5-2.03 of the <u>Code of Alabama 1975</u> this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money

2016003321 1/3 Bk: LR7340 Pg:730 Document Type: LACN

Mobile County, Alabama
I hereto certify this instrument
filed on 101/22/2016 09 36 59 AM
Don Davis, Probate Judge
Deed Tax 500
Mortgage Tax 500
Mineral Tax 500 Bk-LR7340
Judge Fee 500 Bk-LR7340
S R Fee 52 00
Surcharge Fee 52 00
Recording Fee 528 00
TOTAL

(For County Probate Office Use Only)

order payable to the Secretary of State for the state filing fee of \$50.00 for standard processing or \$150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at <a href="https://www.sos.alabama.gov">www.sos.alabama.gov</a> under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

## This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

### BEST PRICE LAWN SERVICES LLC

- 2. The date the Certificate of Formation was filed in the county: 08 / 11 / 2014 (format MM/DD/YYYY)
- 3. Alabama Entity ID Number (Format: 000-000): 316 222 INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available, you may obtain it on our website at <a href="https://www.sos.alabama.gov">www.sos.alabama.gov</a> under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

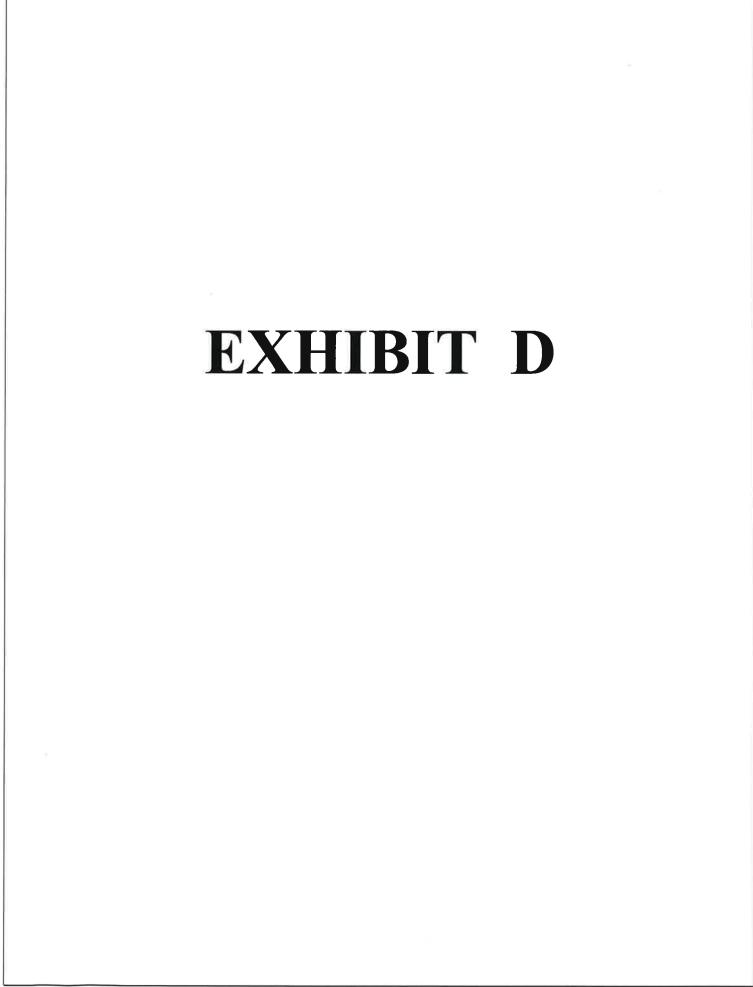
LASHONDA LINDSEY 7057 FOREST GLEN CT IRVINGTON, AL 36544

DLLC Amendment - 10/2011

page 1 of 2

Alabama Sec. Of State

Entity Change 316-222 Date 2/08/2016 Time 17:00 160209 3 Pg File \$50.00 Ackn \$.00 Ехр \$.00 Total \$50.00 **05/060** 







Company ID Number: 804918

Information	n Required for the E-Verify Program
nformation relating to your Com	pany:
Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	3
Number of Employees	10 to 19
Number of Sites Verified for	1



### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

## **Submitted by:**

John Paine, Purchasing Agent

## **Sponsored by:**

Mayor William S. Stimpson

## **Purpose and Scope of Project:**

Contract with Butler Complete Services LLC for right of way mowing services along Azalea Blvd.

General fund.

### **Amount of Contract:**

\$70,400.00 per mowing season for up to three seasons

**Funding Source** 

Project # Discretionary Funds
Project String 1004-2086-42070 Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

## **ATTACHMENTS:**

Description Type Upload Date 2022 Butler Azalea Cover Memo 6/2/2022

### **REVIEWERS:**

Departmen	t Reviewer	Action	Date
Budget	Sapp, Celia	Approved	6/9/2022 - 8:35 AM
Legal	Kern, Chris	Approved	6/9/2022 - 12:32 PM
Legal	Kern, Chris	Approved	6/9/2022 - 12:32 PM
Mayors			6/9/2022 - 2:13

Approved

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 Butler Complete

Services LLC, for the Right of Way Mowing of Azalea Rd between Michael Blvd & Moncliff Dr

for the current mowing season and extendable for two (2) additional mowing seasons 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

553

## AGENDA ITEM SUMMARY SHEET

Agenda of:			Item No.	
	Date			
Submitted by:	PURCHASING		JO	HN PAINE
	Department		Depa	artment Head
Sponsored by:	WILLIAM S. STIMPS	SON		MAYOR
	Name			Title
Reviewed by:	Executive			
Routing Authorize	ed:			Dete
	explanation of the following:	layor's Office		Date
	-			
PROJECT NAME: F	RIGHT OF WAY MOWING	AZALEA RE	BETWEEN MICHAE	EL BLVD & MONCLIFF
PURPOSE & SCOPE				
	GHT OF WAY MOWING			
MOVED APPOX	. 22 TIMES. COST TO M	IOW EACH I	IME \$ 3,200.00 PER	MOWING
RESOLUTION 🔀	ORDIN	ANCE	OTHE	R 🗌
AMOUNT OF CONT	RACT: \$ 70,400.00 PER N	OWING SEA	ASON	
FUNDING SOURCE:			-	
	1004-2086-42070		Discretionary Francis	N/A
	ment: REDUCE	INICOLAGE		::N/A
		INCREASEL	<i>,</i> П	
Grant funds:	N/A		Matching funds:	N/A
Associated Cost	s:			
_	ear (itemize)			
Туре			Amount:	N/A
Future yea Yea	ars r:N/A			NI/A
	write "indefinite" and list projec	t annual cost.	Amount:	N/A
	act: UPON COUNCIL AP			
Renewal date of contr	act (if applicable): JANUAR	Y 2023		
If not bid, state reasor	1:			
How many bidders red	ceived bid packages (if applica	ble):49		
-	bmitted bids (if applicable): _	4		
If this is not the lowes	t 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 \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, BUTLER COMPLETE 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:

**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.

Azalea Rd Between Michael Blvd & Moncliff Dr \$3,200.00 per mowing

**ARTICLE 2.** <u>Insurance</u>: 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.** <u>Nondiscrimination</u>: 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

ARTICLE 11. <u>Termination of Contract</u>: 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 <u>ATTN</u>: 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:

2808 Easlight in east

## 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, // // // //
fra a fig Currice (title)
On behalf of BUTUER COMPLETE SAW MICHOLINA
5/31/22 Date O'CHOTARLE 2
State of Alabama
Mobile County
I, <u>Ovieral Marially</u> , a Notary public in and for said County ATE and State, hereby certify that <u>James D. Buttal</u> , whose name is known to me, acknowledged before me on this the 31st day of
executed the same voluntarily on the day the same bears date.
Notary Public  My Commission expires on: 11/02/2024
CITY,
Its Mayor
Date
ATTEST:
City Clerk Date

# EXHIBIT A

### **SEALED BID**

We will allow a discount

and correct invoice of completed order.

## **CITY OF MOBILE**

## **BID SHEET**

This is Not an Order

### Do Not Return Via Email or Fax

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

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

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

DATE		BID NO.	DEPARTMENT	Commoditi	dities to be delivered F.O.B. Mobile to:							
03/2	1/2022	5662	PARKS		As Directed							
This bid	I must be rece	ived and stamp	ed by the Purchasing office	not later than:	11.00 4	M Pala		2022				
QUANTITY	ARTICLE	Bid on this	form ONLY. Make no changes on th	nis form. Attach	T1:00 A	<b>M, Friday,</b> UNIT PF	RICE	EXTENS	SION			
QUANTITY	ATTIOLE	any addition	onal information required to this form.		UNIT	Dollars	Cents	Dollars	Cent			
		RIGHT	-OF-WAY MOWING SER	VICES	U							
	The City as per the	y of Mobile is seek ne following and at	ing bids on mowing of City of Moltached specifications.	bile Right-of- Ways				×				
	Vendors include named b	trimming, edging, i	full cost of the complete cycle of a removal of trash/litter, and blowing	single mowing to g of specific streets								
	edged, t notifies	rash/litter removed the contractor othe	cycle (cycle) as having a street mo, and blown once as a complete cycrwise. The City has the right to tell based upon weather conditions.	ele, unless the City				2				
	award d mowed a 7-day	ate and December 3 on a 14-day cycle in cycle at the instruct	all areas mowed approximately 32 31, 2022. The mowing cycles will an April and during the month of Oction of the City until October 31, 20 required up to December 31, 2022	have all areas ctober, changing to 022.								
	A manda opening.	atory pre-bid meeti	ng will be held approximately 1 we	eek before bid								
	Mandat April 1,	ory Pre-Bid meeti 2022 at 1900 Hur	ng is scheduled for 8:30am on Fr tel St, Mobile, AL 36605.	riday,				141				
	capacity bidder.	to successfully per The City may elect er to most efficient	its sole discretion, whether a low b form the work for which that bidde to limit the number or the scope of ly allow for the successful complet	er is the lowest bid awards to any				×				
	w <sub>s</sub>			ļ		TOTAL						
ETHON OF	UE CIONED OO	PY OF THIS BID		livery time withir	- 10							

% 20 days from date of receipt of goods

## **BID CONTINUATION SHEET**

				Page of				
QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional in-		UNIT PRICE		EVTEN	EXTENSION	
	ANTICLES	formation to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cent	
		Page 2 of 5						
	Because ou proper inte	o guarantee on the number of cycles to be completed.  are rights-of-way are predominantly Bahia grass, 7-day cycles are the cryals for most of the contract period. Only at the beginning and end of the period will a 14-day cycle be used.						
	Since weat be determine	her has a significant impact on grass growth, optimum cycle times will ned by the City of Mobile.						
	(7) days un	desire is to have all areas mowed (1 mowing cycle) once every seven cless the City notifies the contractor otherwise. Cycle times may be weather results in slower growth of the grass.						
	be noted or	t that weather, rain, etc., disrupts the schedule, weather records should the contractor's submitted schedule of completed mowing cycles to variances in mowing cycle times; payment shall not be made for a variation.						
	exceeds the	lained by the aforementioned weather records, if the cycle time especified number of days, the contractor may be penalized 2% of the f that cycle per day that the cycle time is exceeded.						
	awarded str mutually ag	etor is unable to fulfill obligations of the contract on any of their reets, all of the streets awarded to them will be terminated, unless a greed upon reduction in the number of streets awarded to them is  The City is the sole determiner of whether the vendor is operating at y required.						
	Pricing is n	on-negotiable.						
	This bid wi sheet called	ll be awarded on a street by street basis or group basis as defined on , "Main Thoroughfare Mowing Contract Streets".						
	this bid may seasons. If	on of the City of Mobile and the successful Vendor(s), the award of y be extended for two (2) additional mowing extended, the terms, conditions and pricing shall not change. The est he right to extend some, all, or none of the mowing awards for a mird year.						
	Vendors mi	interested in starting the mowing as soon as possible, therefore ust be properly qualified to do business with the City of Mobile. all provide with this bid the following:						
	O:	heir registration number with the Alabama Secretary of State's ffice or evidence from the Secretary of State that they do not seed to register.						

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BUHLOR COMPLETE Services

TOTAL

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

563

## **BID CONTINUATION SHEET**

			F	Page	of	
UANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on constant.		UNIT PRICE EXTENSION			
	ARTICLES formation to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
	Page 3 of 5					
	-Their City of Mobile Business License Number.					
	-Their registration with the E-Verify Program, Federal and State.					
	-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2-days of notification.					
	The following is required and must be filled in:					
	Registration Number with Secretary of State Office 872-34-3					
	City of Mobile Business License Number 118803					
	E-Verify Enrollment Number					
	Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES NO					
	Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.					
	City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.					
	The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.					
	Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.					
	Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.					
	If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.					
			ТОТ	AL		_

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

Firm Name Sutter Complete Services

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

			RID CONTINUA	TION SHEET			P	age	of	
		Bid on this form ON	LY. Make no changes o	on this faces. Addition	141 1 1				,	
QUANTITY	ARTICLES	formation to be sub	mitted on separate she	et and attached h	nereto.	UNIT	UNIT PF Dollars	Cents	EXTENS Dollars	Cent
									2011413	Cont
		Deser	4 - 65							
		Page 4	4 01 3							
				a						
	City has the	e right to tell a Vendo	contractor when to be or when not to execute growing season or fun	a mowing cycle					a)	
		bile provides with thi streets involved.	is bid maps and photos	of the mowing a	reas of					
	inspected.		cycle has been complet ayment process until c						Ti	
		ndor submits their bil e the following:	ll for a completed mov	ving cycle(s), Ver	ndor shall					
		ly Pesticide/Herbicide ll being submitted. (s	e Application sheet for see attached)	r each of the stree	ets					
	Litter R	emoved from the movages and number of ba	cumentation of the Litt wing areas. Vendor sh gs of Trash/Litter Rem	nall state the size					5)	
		of the contract, the Vorom their contracted s	endor shall provide a r streets.	ecap of all Trash	/Litter					
	A bid bond	is not required.								
		k to Maps of the areas s.cityofinobile.org/bio							97	
	Room 408,	South Tower, 205 Go	sealed envelope to the overnment Street. All , Friday, April 8, 202	l bids must be rec						
	Any bids dunopened.	elivered after <u>11:00 A</u>	AM, Friday, April 8, 2	2022, will be return	rned					
	Purchasing		ndor to have their bid p nd date stamped prior t						2:	
		nat there is limited parts park some distance	rking around 205 Gov	ernment Street an	nd that you					

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

TOTAL

Firm Name Butter Complete Services

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

	BID CONTINUATION SHEET		_			
			F	Page	of	
QUANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on congrete short and other had been been submitted on congrete short and other had been submitted sho		UNIT PRICE		EXTENSION	
	ARTICLES formation to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
					21	
	Page 5 of 5					1
				1		1 8
	Pricing for this bid to be good for the current mowing season to <b>December 31, 2022.</b>					
	For questions about this bid submit your questions by E-mail to <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a> .				-	
	Under Alabama law current City of Mobile employees and former employees					
	having left the City of Mobile service for less than two (2) years, can not bid, he City contract, or provide goods and services to the City of Mobile.	old				
	Bidders should pay attention and look for Addendum(s) or updates at the City o	of				
	Mobile bid site: cityofmobile.org/bid. Look under <u>Bid #5662</u> .					
	It is the bidder's responsibility to check for updates and addendums to this bid.				20	
	The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications					
	•					
	This is a sealed bid; your response must be in a sealed envelope that has the <u>Bid</u> #5662 on the outside and/or with the date and time of the bid opening 11:00 AN					
	Friday, April 8, 2022.					
	Bids delivered in unmarked or mismarked envelopes or packages and are opene	d				
	in error prior to the bid date will be unacceptable and void to the City of Mobile					
	The City reserves the right to award some, all, or none of the bids received on this bid.					
	This bid is being awarded for one (1) mowing season (April to October). At the			1		
1	option of the City of Mobile and the successful Vendor(s), the City may extend			1		
J	the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the					
	Contract ended the previous season. The City reserves the right to extend some	,		1		
	all, or none of the mowing awards for a second or third mowing season.				6	
	TO BE AWARDED ON A STREET BY STREET BASIS.					
1						

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

Firm Name Butter Complete Services Ву

TOTAL

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

## MAIN THOROUGHFARE MOWING CONTRACT STREETS 10/31/22:

STREET		FROM	ТО
Government Street	/Highway 90	(Just east of Eslava Creek)	Bellingrath Road
	Price for one (1) mowing,	trimming, and edging \$	12,250.00
Airport Blvd.		Florida Street	West of Dawes Road
	Price for one (1) mowing,	trimming, and edging \$	13,100.00
University Blvd/De	emetropolis Rd	Moffett Road	Highway 90
	Price for one (1) mowing,	trimming, and edging \$	7725.00
Dauphin Street		Mobile Street	McGregor Avenue
	Price for one (1) mowing,	trimming, and edging \$	5100.00
Springhill Ave		Lyons Park Avenue	West I-65 Service Road
	Price for one (1) mowing,	trimming, and edging \$	5650.00
Dauphin Island Pk	wy	Halls Mill Road	Faye Street
	Price for one (1) mowing,	trimming, and edging \$	4400.00
Michigan Avenue		S Broad Street	California Street
	Price for one (1) mowing,	trimming, and edging \$	4725.00
Grelot Road		Knollwood Dr	Cody Road
	Price for one (1) mowing,	trimming, and edging \$	2625.00
Old Shell Road		Cody Road	Wacker Lane
	Price for one (1) mowing,	trimming, and edging \$	1800.00
Knollwood Drive		Cottage Hill Park	Highway 90
	Price for one (1) mowing,	trimming, and edging \$	3800.00
Hillcrest Road Nor	th	Airport Blvd	Girby Road
	Price for one (1) mowing,	trimming, and edging \$	2425.00
Hillcrest Road Sou	th	. Girby Road	Three Notch Road
	Price for one (1) mowing,	trimming, and edging \$	900.00
Cottage Hill Road		Pleasant Valley Road	Cody Road
	Price for one (1) mowing,	trimming, and edging \$	3200.00
Azalea Road		Michael Blvd	Moncliff Drive
	Price for one (1) mowing,	trimming, and edging \$	3200.00

## HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	ТО
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)
Price	e for one (1) mowing, trimming, and edging \$	4400.00

Online Link to Maps of the Above Areas <a href="https://maps.cityofmobile.org/bids/5662/index.html">https://maps.cityofmobile.org/bids/5662/index.html</a>

# City of Mobile Main Thoroughfare Mowing Specifications

## Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
  - Bahia 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
  - St. Augustine 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
  - Specified areas 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road))
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing)
   before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

## **String Trimming**

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

## **Edging**

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

## **Blowing**

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

### Litter

Any manmade object as large as a cigarette butt shall be considered litter

### Herbicides

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

### Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message
  when starting and completing a street. Phone calls or voice mail is insufficient. An
  inspection will not be performed until the City is properly notified, potentially
  allowing vegetation to grow or litter to accumulate, which would require the
  contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles up to 32 (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion. Additional years extension would run from that years date of approval to December 31 of that year

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a nonselective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

## Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
  - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
  - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
  - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is
  visible in all directions to traffic; Contractors equipment shall also include retroreflective material visible from all directions and shall have a "slow moving
  vehicle" placard mounted on equipment that may be operated on or adjacent to
  the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill;
   appropriate actions shall be taken in the event of a spill; contractor shall notify
   City in the event of a spill

- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

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 day	of
, 20, by and between THE CITY OF	MOBILE, by its
Mayor, (hereinafter "City") and,	_ (hereinafter
"Provider"), a for profit company organized under the laws	of the State of
Alabama and qualified to do business in Alabama.	

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

**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.** <u>Insurance</u>: 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.** <u>Breach of Contract</u>: 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.** <u>Licenses, permits, etc</u>.: 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. <u>Nondiscrimination</u>: 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.** <u>Method of Payment</u>: 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

ARTICLE 11. <u>Termination of Contract</u>: 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 <u>ATTN</u>: 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.** <u>Assertion of Rights</u>: 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:

2808 Gaslight UNE Mobile, AC 36695

### 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,		
	, Its	(title)
On behalf of		
	Date	
State of Alabama		
Mobile County		
I,	ng informed of the	ne contents of the foregoing,
	Notary Public	on expires on:
CITY,		
Its Mayor		
	Date	
ATTEST:		
City Clerk	Date	

Butler Complete Services, LLC 2808 Gaslight Ln East Mobile, AL 36695 251-591-7278 251-753-5975

4/7/2022

RE: Equipment list

- (2) ZD1211 60" KUBOTA MOWERS
- (1) EXMARK LAZER Z 60" COMMERCIAL MOWER
- (1) KUBOTA 54" COMMERCIAL MOWER
- (8) COMMERCIAL GRADE STIHL WEEDEATERS
- (5) COMMERCIAL GRADE STIHLEDGERS
- (5) COMMERCIAL VEHICLES
- (5) COMMERCIAL GRADE STIHL BLOWERS

Butler Complete Services will have a crew of 6-8 employees to provide excellent service as we have in the past for our previous contracts with the City of Mobile

# EXHIBIT B



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

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Southern Shield Group, Inc.									
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				ADDRESS: garry	gsouthernshi	eldinsurance.co	m		
Spanish Fort			AL 0050-		NSURER(S) AFF	ORDING COVERA	3E		11110
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ACORD 25 (2016/03)

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Rushing Insurance LLC

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/29/2022

(251) 471-5585

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(les) 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).

RODUCER

CONTACT Tonya Taylor

PHONE (A/C, No, Ext):

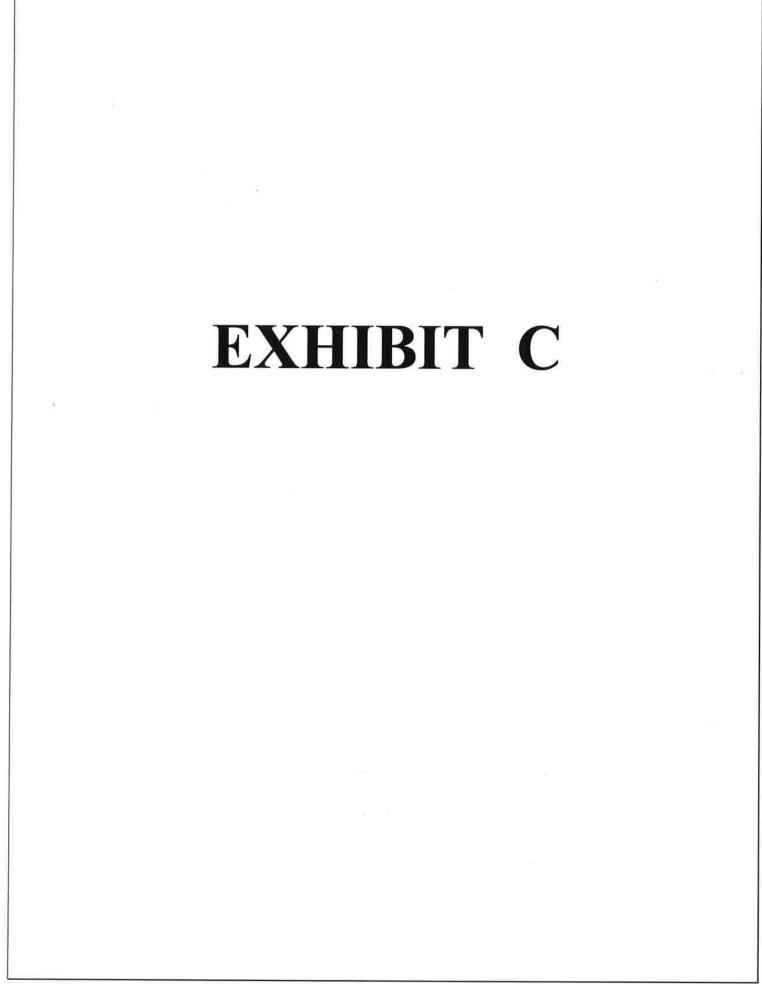
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Butler Complete Services LLC				INSURE	RC:				
2808 Gaslight Lane East				INSURE	RD:				
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ANY AUTO							(Ea accident)	\$	
OWNED SCHEDULED	1						BODILY INJURY (Per person)		
AUTOS ONLY AUTOS NON-OWNED						1	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
		_						\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	s	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$								S	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE X OTH-		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		20340		02/22/2022	02/22/2023	E L EACH ACCIDENT	\$ 1,000,000	
(Mandatory in NH)	l		20040		02,22,2022	022272020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s 1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LS (MC	Junu 1	o , , , , , , , , , , , , , , , , , , ,	may De at	tacilea II More 3g	in (Melana)		9	
CERTIFICATE HOLDER				CANC	ELLATION				
City of Mobile P.O. Box 1827				ACC	EXPIRATION D	ATE THEREOF H THE POLICY	SCRIBED POLICIES BE CAN , NOTICE WILL BE DELIVER PROVISIONS.		RE
			l	AVIRUR	NEED UTLESEN	TOTAL STATE			
Mobile			AL 36633						

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ACORD 25 (2016/03)

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### **CITY OF MOBILE**

### **BUSINESS LICENSE**

Mobile, Alabama

### POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

### Issued to:

BUTLER COMPLETE SERVICES, LLC T6 2808 GASLIGHT LN E MOBILE, AL 36695-3106

2021	118803
9/9/2021	12/31/2021

561730 LAWN AND GARDEN SERVICE(S)

Donna G. Bryars, Revenue Director City of Mobile Revenue Department

www.cityofmobile.org/revenue

BUTLER COMPLETE SERVICES, LLC 2808 GASLIGHT LN E MOBILE, AL 36695-3106

240 T1 P1



### Alabama Secretary of State



Butler Complete Services LLC			
Entity ID Number	000 - 872 - 343		
Entity Type	Domestic Limited Liability Company		
Principal Address	Not Provided		
Principal Mailing Address	Not Provided		
Status	Exists		
Place of Formation	Alabama		
Formation Date	07/11/2021		
Registered Agent Name	Butler, James D		
Registered Office Street Address	2808 Gaslight In East Al, AL 36695		
Registered Office Mailing Address	2808 Gaslight In East al, AL 36695		
Nature of Business			

### **Annual Reports**

Annual Report information is filed and maintained by the Alabama Department of Revenue.

If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="www.revenue.alabama.gov">www.revenue.alabama.gov</a>. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year 2022		
	Scanned Documents	
	Purchase Document Copies	
Document Date / Type / Pages	07/11/2021 Certificate of Formation	3 pgs.

Browse Results

New Search

### EXHIBIT D

### Company ID Number: 1722021

Informati	on Required for the E-Verify Program mpany:
Company Name	Buller Complete Services, LLC
Company Facility Address	2808 Gaslight Ln East Mobile, AL 36695
Company Alternate Address	2808 Gaslight Ln East Mobile, AL 36895
County or Parish	MOBILE
Employer Identification Number	671737327
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Page 14 of 17 E-Verify MOU for Employers | Revision Date 08/01/13

### Approved by:

Employer	
Butler Complete Services, LLC	
Name (Please Type or Print)	Title
JAMES BUTLER	
Signature	Date
Electronically Signed	08/01/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
rame (Floade Type of Flift)	Title
Signature	
Signature	Date
Electronically Signed	

Page 13 of 17 E-Verify MOU for Employers | Revision Date 06/01/13



### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

### **Submitted by:**

John Paine, Purchasing Agent

### **Sponsored by:**

Mayor William S. Stimpson

### **Purpose and Scope of Project:**

Contract with Secor Enterprises Inc for right of way mowing services on Grelot Road.

General fund.

### **Amount of Contract:**

\$80,000.00 per mowing season for up to three seasons

### **Funding Source**

Project # Discretionary Funds
Project String 1004-2086-42070 Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

### **ATTACHMENTS:**

Description Type Upload Date 2022 Secor Grelot Cover Memo 6/2/2022

### **REVIEWERS:**

Department Reviewer		Action	Date
Budget	Sapp, Celia	Approved	6/3/2022 - 3:36 PM
Legal	Kern, Chris	Approved	6/8/2022 - 2:39 PM
Legal	Kern, Chris	Approved	6/8/2022 - 2:39 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 12:02 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 Secor Enterprises Inc, for the Right of Way Mowing of Grelot Rd between Knollwood Dr and Cody Rd for the current mowing season and extendable for two (2) additional mowing seasons 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

Adopted:		
	City Clerk	

the Office of the City Clerk.

### AGENDA ITEM SUMMARY SHEET

Agenda of:			Item No.		
	Date				
Submitted by:	PURCHASING		JOHN PAINE		
	Department		Department Head		
Sponsored by:	WILLIAM S. STIMPSON	1	MAY	OR	
	Name		Titl	е	
Reviewed by:					
	ed by: Executive Director				
Routing Autho	rized:Mayo			Date	
	Mayo and explanation of the following:	r's Office		Date	
PROJECT NAME	RIGHT OF WAY MOWING O	F GRELOT F	RD BETWEEN KNOLL	WOOD AND CODY	
TO PROVIDE	PPE OF PROJECT: RIGGHT OF WAY MOWING SE				
MOVED APP	OX. 32 TIMES. COST TO MOV	V EACH TIM	E \$ 2,500.00 PER MO	WING	
RESOLUTION [2	ORDINANC	E 🗌	OTHER		
AMOUNT OF CO	NTRACT: \$ 80,000.00 PER MOV	NING SEAS	ON		
FUNDING SOUR	CE:				
	1004-2086-42070		Discretionary Funds:	N/A	
	endment: REDUCE [	NCREASED [	-	TW/	
Grant funds:	N/A		Matching funds:	N/A	
Associated C	Costs:		<u>.</u>	14// (	
	nt year (itemize) Гуре:N/A	<del></del> -	Amount:N/	A	
Future	years Year: N/A		Amount: N/	A	
*If Cost will contin	ue, write "indefinite" and list project an	nual cost.			
Effective date of c	Effective date of contract: UPON COUNCIL APPROVAL				
Renewal date of contract (if applicable): JANUARY 2023					
If not bid, state rea	ason:				
How many bidders	s received bid packages (if applicable)	:49			
	s submitted bids (if applicable): west bid, explain why not:	4			
-					

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 \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_\_, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, SECOR ENTERPRISES INC (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:

**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.

Grelot Rd between Knollwood Dr and Cody Rd \$2,500.00 per mowing

ARTICLE 2. <u>Insurance</u>: 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. <u>Entire Agreement</u>: 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.** <u>Licenses, permits, etc.</u>: 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. <u>Nondiscrimination</u>: 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

ARTICLE 11. <u>Termination of Contract</u>: 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 <u>ATTN</u>: 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:

MOBILE, Al 36609

### 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, DAVID M. SECOL
SECON ENTERPRISES, INC., Its Nesident (title)
SECON ENTERPRISES, Inc., Its President (title)  On behalf of Secon Contexpines. Inc.  5/27/22  Date
5/27/22 Date
State of Alabama
Mobile County  I, a Notary public in and for said County and State, hereby certify that secretary, whose name is known to me, acknowledged before me on this the 27 day of
My Commission expires on: 8/2023
CITY,
Its Mayor
Date
ATTEST:
City Clerk Date

# EXHIBIT A

### **SEALED BID**

IN ENCLOSED ENVELOPE

and correct invoice of completed order.

We will allow a discount \_\_

Typed by:

### CITY OF MOBILE

### **BID SHEET**

This is Not an Order

### Do Not Return Via Email or Fax

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

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

Buyer:

% 20 days from date of receipt of goods

002

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

601

	Ple	ease quote the lov	west price at which you will furni	sh the article	s listed	below						
DATE BID NO. DEPARTMENT Commoditie						elivered F.C	.B. Mot	oile to:				
03/21/2022 5662 PARKS				As Directed								
This bid	d must be rece	ived and stamped	d by the Purchasing office not la	ater than:	11.00 A	M, Friday,	April 8	2022				
	ABTICLE		orm ONLY. Make no changes on this forn	n. Attach		UNIT PR	ICE	EXTENS	ION			
QUANTITY	ARTICLE	any addition	al information required to this form.		UNIT	Dollars	Cents	Dollars	Cents			
		RIGHT-0	OF-WAY MOWING SERVICE	ES	14							
		ry of Mobile is seekin he following and atta	ng bids on mowing of City of Mobile Riched specifications.	ight-of- Ways								
		trimming, edging, re	Il cost of the complete cycle of a single moval of trash/litter, and blowing of sp					s				
	edged, notifies	ry defines a mowing of trash/litter removed, a the contractor otherw the mowing cycles b	less the City									
	award o	s between the all areas c, changing to										
	A mand opening	datory pre-bid meeting.	efore bid									
		tory Pre-Bid meetin , 2022 at 1900 Hurte	,									
	The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.											
) - 1 e			ТОТА	L								
RETURN (	ONE SIGNED C	OPY OF THIS BID	State deliver	y time withir	7	days c	of rece	eipt of P.	Ο.			

Page\_\_\_\_\_ of\_\_\_\_

JANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional in-	LINUT	UNIT PR	ICE	EXTENSION	
	ARTICLES formation to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
	Page 2 of 5					
	There is no guarantee on the number of cycles to be completed.  Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used.					
	Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile.				= 1	
	The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass.					
	In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.				F.	
	Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.					
	If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.				*)	
	Pricing is non-negotiable.					
	This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets".					
	At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.				٠	
	The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:					
	-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.				,	
			ТОТ	AL		
			<del></del>			-

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Select Enterprises fore By David N. Jecol

Page of.
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JANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached boots.	JT.	UNIT PR	CE	EXTENSION	
	ARTICLES formation to be submitted on separate sheet and attached hereto.	-	Dollars	Cents	Dollars	Cents
	Page 3 of 5					
	-Their City of Mobile Business License Number.					
	-Their registration with the E-Verify Program, Federal and State.					
	-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
	The following is required and must be filled in:					
	Registration Number with Secretary of State Office 378055					
	City of Mobile Business License Number  E-Verify Enrollment Number  38 1201					
	E-Verify Enrollment Number 38 1201				*:	
	Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YESNO				ki .	
	Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.					
	City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.		4			
	The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.					
	Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.					
	Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.					
	If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.				*	
			ТОТ	AL		
ETHON		_				-

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

Firm Name Steel with pleases ore

By Jourd N. Decor

Page	of
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JANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached bords.		UNIT PR	ICE	EXTENSION	
	ARTICLES formation to be submitted on separate sheet and attached hereto.	UNIT	Dollars	Cents	Dollars	Cents
	Page 4 of 5					
	The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.				0	
	City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved.					
	City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.					
	When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:					
	The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached)					
	The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed.				¥)	
	At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets.					
	A bid bond is not required.					
	Online Link to Maps of the areas to be mowed. https://maps.cityofmobile.org/bids/5662/index.html					
E	All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to 11:00 AM, Friday, April 8, 2022.					
	Any bids delivered after 11:00 AM, Friday, April 8, 2022, will be returned unopened.					
	It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to 11:00 AM, Friday, April 8, 2022, date for the bid.				×	
	Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.					
			ТОТ	AL		
ETHON	ONE CIONED CORV. OF THE CHARLES	and a great				

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

By and N. Jecar

	SID GOLLING ATTOM GIVEET		Р	age	of	
DUANTITY	ARTICLES  Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PF	Cents	EXTENS Dollars	SION
	Page 5 of 5		30.13.5	Conta	Dollars	Cents
	Pricing for this bid to be good for the current mowing season to <b>December 31, 2022.</b>					*
	For questions about this bid submit your questions by E-mail to <u>purchasing@cityofmobile.org</u> .					
	Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, ho City contract, or provide goods and services to the City of Mobile.	d				
	Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under <u>Bid #5662</u> .					
	It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications					
	This is a sealed bid; your response must be in a sealed envelope that has the <u>Bid</u> #5662 on the outside and/or with the date and time of the bid opening 11:00 AM Friday, April 8, 2022.	2				
	Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.					
ľ	The City reserves the right to award some, all, or none of the bids received				ž.	

on this bid.

This bid is being awarded for one (1) mowing season (April to October). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season.

TO BE AWARDED ON A STREET BY STREET BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

By David of Decol

### MAIN THOROUGHFARE MOWING CONTRACT STREETS 10/31/22:

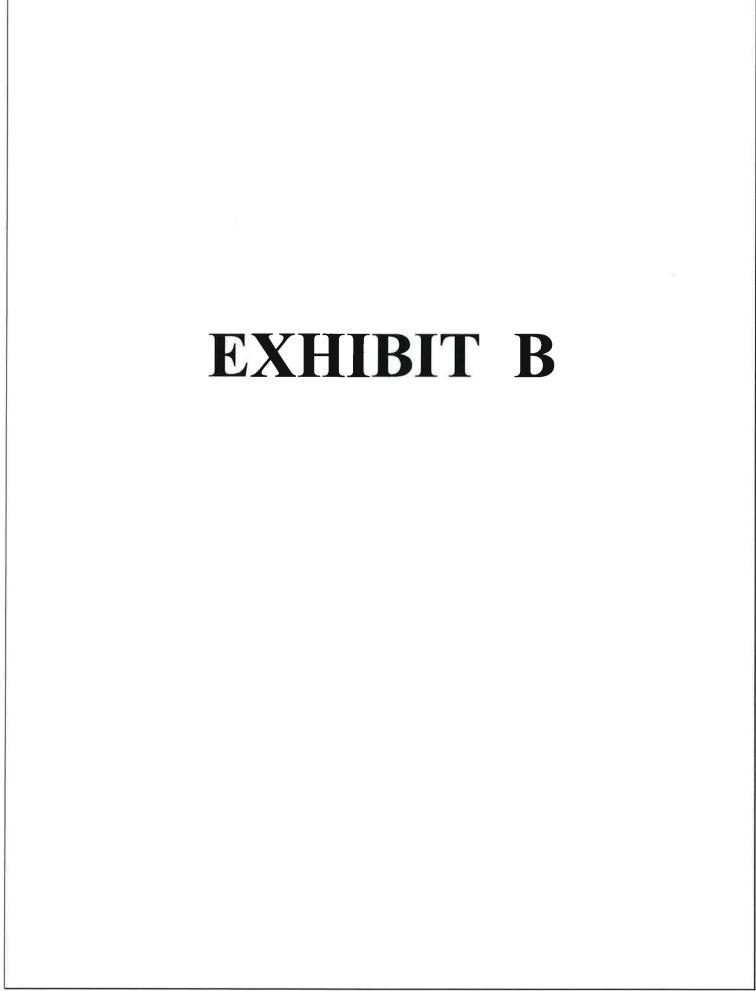
STREET		FROM	ТО
Government Street	/Highway 90	(Just east of Eslava Creek)	Bellingrath Road
	Price for one (1) mowing	g, trimming, and edging \$	13,500.00
Airport Blvd.		Florida Street	West of Dawes Road
	Price for one (1) mowing	g, trimming, and edging \$	11,000.00
University Blvd/D	emetropolis Rd	Moffett Road	Highway 90
	Price for one (1) mowing	g, trimming, and edging \$	6300.00
Dauphin Street		Mobile Street	McGregor Avenue
	Price for one (1) mowing	g, trimming, and edging \$	4,000.00
Springhill Ave		Lyons Park Avenue	West I-65 Service Road
	Price for one (1) mowin	g, trimming, and edging \$	NA
Dauphin Island Pk	wy	Halls Mill Road	Faye Street
	Price for one (1) mowin	g, trimming, and edging \$	
Michigan Avenue		S Broad Street	California Street
	Price for one (1) mowing	g, trimming, and edging \$	NA
Grelot Road		Knollwood Dr	Cody Road
	Price for one (1) mowin	g, trimming, and edging \$	2500.00
Old Shell Road	8	Cody Road	Wacker Lane
	Price for one (1) mowin	g, trimming, and edging \$	3500.00
Knollwood Drive		Cottage Hill Park	Highway 90
	Price for one (1) mowin	g, trimming, and edging \$	3,200.00
Hillcrest Road Nor	th	Airport Blvd	Girby Road
	Price for one (1) mowin	g, trimming, and edging \$	3400.00
Hillcrest Road Sou	th	Girby Road	Three Notch Road
	Price for one (1) mowin	g, trimming, and edging \$	1800.00
Cottage Hill Road		Pleasant Valley Road	Cody Road
	Price for one (1) mowin	g, trimming, and edging \$	MA
Azalea Road		Michael Blvd	Moncliff Drive
	Price for one (1) mowin	g, trimming, and edging \$	5,000.00

### HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	ТО
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)
Price for one (1) mow	ing, trimming, and edging \$	NA

Online Link to Maps of the Above Areas <a href="https://maps.cityofmobile.org/bids/5662/index.html">https://maps.cityofmobile.org/bids/5662/index.html</a>





### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/20/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

	eruncate noider in neu of such endor	501110	iii(5)		CONTA	r:T					
PRC	DUCER				CONTACT NAME: Robert Roux						
The	Roux Company LLC				PHONE (AIC, No, Ext): 251-649-9335 (AIC, No): 251-378-7001						
720	Oak Circle Drive W Ste 200				E-MAIL ADDRESS: rcroux@rouxco.com						
						NAIC #					
Мо	bile			AL 36609	INSURE	RA: Accredite	d Surety & Casu	alty			
INS	JRED				INSURE	RB: The Sheff	ield Fund				
	Secor Enterprises Inc.				INSURE	RC:					
	1117 Savannah Dr				INSURE	R D :					
					INSURE	RE:					
	Mobile			AL 36609	INSURE	RF:					
CO	VERAGES CER	RTIFIC	CATE	NUMBER:				REVISION NUMBER:	Ja:		
E E	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		ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	CLAIMS-MADE X OCCUR							EACH OCCURRENCE \$ 1,0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100	00,000		
								MED EXP (Any one person) \$ 5,0			
Α				1ABPAL05131496800		4/11/2022	4/11/2023		00,000		
·	GEN'L AGGREGATE LIMIT APPLIES PER:				411/2022	.,, 2023		00,000			
	X POLICY PRO- JECT LOC								PRODUCTS - COMP/OP AGG \$ 2,0		
	OTHER:							\$	00,000		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT \$			
	ANY AUTO							(Ea accident) SODILY INJURY (Per person) \$			
	ALL OWNED SCHEDULED							BODILY INJURY (Per accident) \$			
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE			
	HIRED AUTOS AUTOS							(Per accident) \$			
_	UMBRELLA LIAB OCCUR										
	EXCESS LIAB OCCUR  CLAIMS-MADE						1	EACH OCCURRENCE \$			
	OLANOS-MADE						1	AGGREGATE \$			
	DED RETENTION \$ WORKERS COMPENSATION							PER OTH-			
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						1	STATUTE ER	00.000		
В	OFFICER/MEMBER EXCLUDED?	N/A		600-2022-38156-00		1/1/2022	12/31/2022	E.L. EACH ACCIDENT \$ 1,0			
	If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$ 1,0			
_	DESCRIPTION OF OPERATIONS below		-		-			E.L. DISEASE - POLICY LIMIT \$ 1,00	00,000		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES /A	COPC	101 Additional Pamerka Called	lo mont	o attached if w	n anago !:	ad)			
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL of Mobile is listed as Additional Insured	LES (A	CORD	101, Additional Remarks Schedu	ie, may b	e attached if mor	e space is requir	ed)			
city	of Mobile is listed as Additional Insured.										
CE	RTIFICATE HOLDER				CANC	ELLATION					
	City of Mobile 205 Government St				THE	EXPIRATION (	DATE THEREO	ESCRIBED POLICIES BE CANCEL DF, NOTICE WILL BE DELIVERED I Y PROVISIONS.			
	5Th Floor, South Tower, Sutie			ĺ	AUTHO	RIZED REPRESE	NTATIVE				
	Mobile			AL 36602	D	Kert Res					
	rvicione-			AL SOBUL I	110	01 D/11 1 XX	T# 18"				

ACORD 25 (2014/01)

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### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 04/21/2022

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

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

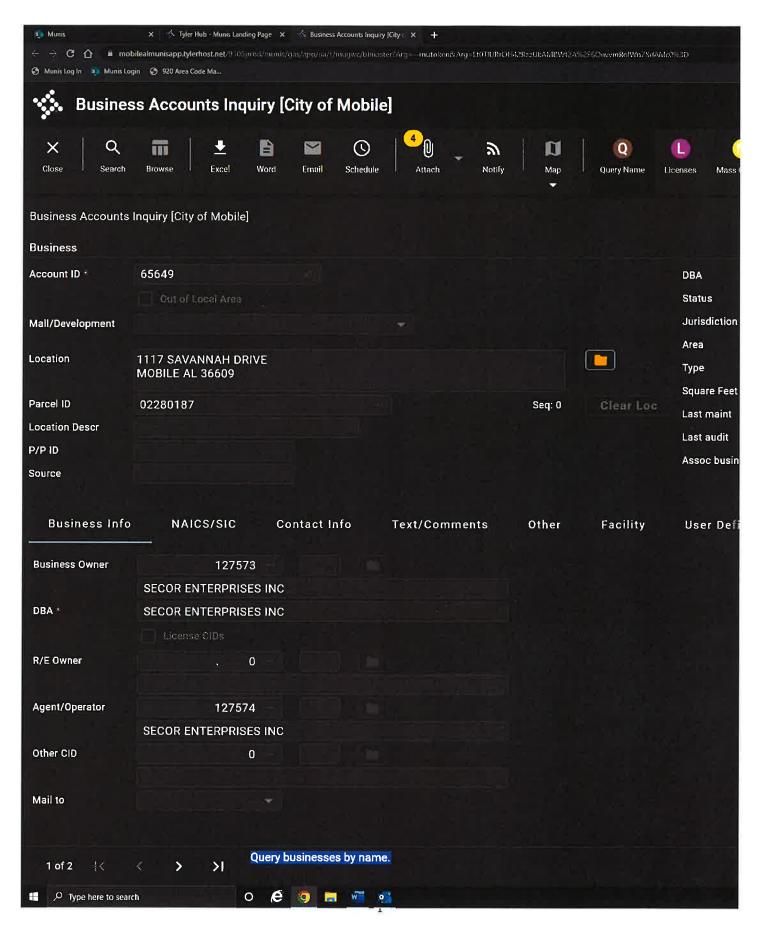
tina certificate does not confer rights	to the	cer	lificate noider in lieu of s	ucn en	dorsement(s	i).				
PRODUCER				CONTA NAME:	CT The Eur	rette Agency				
		PHONE (A/C, No. Ext): 251-661-3300 FAX (A/C, No.):								
NEA - Northeast Agencies		E-MAIL ADDRESS: teverette@allstate.com								
								NAIC#		
				INSURER(s) AFFORDING COVERAGE INSURER A: National Gerneral						
INSURED				INSURE	RB:					29742
Secor Enterprises Inc				INSURE		-	~			
1117 Savannah Dr				INSURE	11/17/19/20					
Mobile AL 36609				INSURE	1111111111					
				INSURE	Marrian Control					
			NUMBER:				REVISION NUMBI	ER:		
THIS IS TO CERTIFY THAT THE POLICIE	S OF I	NSU	RANCE LISTED BELOW HAV	/E BEE	N ISSUED TO	THE INSUR	ED NAMED ABOVE E	00 T	HE POL	ICY PERIOD
CERTIFICATE MAY BE ISSUED OR MAY	PERT	AIN	THE INSTIDANCE ASSOCIA	OF AN	Y CONTRACT	OR OTHER	DOCUMENT WITH RI			
THE SOLD OF SOCI	POLIC	JI⊏0.	LIMITS SHOWN MAY HAVE	BEEN F	REDUCED BY	PAID CLAIMS	nekeln 12 2081E	CI IC	ALL	THE TERMS,
INSR LTR TYPE OF INSURANCE	ADDL INSO	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)			LIMIT	s	
COMMERCIAL GENERAL LIABILITY					Ammoo/11/1/	(IIIII) DIZITITI	EACH OCCURRENCE		\$	
CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurren	ce)	\$	
							MED EXP (Any one perso		\$	
							PERSONAL & ADV INJU	RY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		\$	
POLICY PRO-							PRODUCTS - COMP/OP	AGG	\$	
OTHER:									\$	
AUTOMOBILE LIABILITY ANY AUTO							(Ea accident)	ir .	\$	
OWNED							BODILY INJURY (Per per	rson)	\$ 250	000
AUTOS ONLY X SCHEDULED AUTOS HIRED NON-OWNED	1 1		2003779814		04/12/2022	04/12/2023	BODILY INJURY (Per acc	cident)	\$ 500	000
AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)		\$ 100	000
	-	_							\$	
UMBRELLA LIAB OCCUR		ı					EACH OCCURRENCE		\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
DED RETENTION \$ WORKERS COMPENSATION									\$	
AND EMPLOYERS' LIABILITY							PER O STATUTE E	TH- R		
OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT		\$	
(Mandatory in NH) If yes, describe under							E,L, DISEASE - EA EMPL	OYEE	\$	
if yes, describe under DESCRIPTION OF OPERATIONS below		_					E.L. DISEASE - POLICY L	.IMIT	\$	
ESCRIPTION OF OREDATIONS IS A SECOND										
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	.ES (AC	ORD	101, Additional Remarks Schedule	, may be	attached if more	space is require	d)			
2019 Dodge Ram 1500 2001 Toyota Tacoma										
1001 Toyota Tacoma										
ERTIFICATE HOLDER				CANC	ELLATION					
The 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.								
			H-		TER BEC					
9				AUTHORI	ZED REPRESEN	TATIVE	and -	-		
- Lu						00	10000	_		

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ACORD 25 (2016/03)

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### EXHIBIT C



### Paine, John

From: Nancy Secor < nancysecor67@gmail.com>

**Sent:** Monday, April 25, 2022 9:27 AM

**To:** Purchasing

**Subject:** City of Mobile Business License

Attachments: City of Mobile Bus Lic renewal 2022.pdf

**CAUTION: External Email** 

To John Paine: We find that we have not received the business license that we have paid for on January 31, 2022, through the US mail. We have attached a copy of the receipt and payment for same and will follow up through the License Dept.

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

026590-0002 TARA H.

01/31/2022 09:41AM

BUSINESS LICENSE

SECOR ENTERPRISES INC

65649

Change due

2022 Item: 1225289

ISSUANCE FEE

238991

CONSTRUCTION-MISC

TRADES CITY 446.00

456.00

0.00

10,00

Subtota | 456.00 | 13.68

Fee: CC FEE 13.68
Total 469.68

CREDIT CARD 469.68

Ref NumberAPPR901304\*\*\*\*0447

Paid by: SECOR ENTERPRISES INC

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE 205 GOVERNMENT ST MOBILE, AL. 36644-0001 251-208-5880

SALE

REF#: 00000006

Batch #: 485

01/31/22 09:40:17

APPR CODE 901304

Trace: 5

VISA \*\*\*\*\*\*\*\*\*\*0447 Chip \*\*/\*\*

**AMOUNT** 

\$469.68

David of Dep

VISA CREDIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

THANK YOU

CUSTOHER COPT







### Alabama Secretary of State



Entity ID Number 000 - 097 - 870  Entity Type Domestic Corporation  Principal Address Not Provided  Principal Mailing Address Not Provided  Status Exists  Place of Formation Mobile County  Formation Date 05/04/1984  Registered Agent Name SECOR, DAVID N  Registered Office Street Address 917 WESTERN AMERICAN CIRCLE STE 316 MOBILE, AL 36609  Registered Office Mailing Address DRY-CLEANING EQUIPMENT  Capital Authorized S1,000  Capital Paid In \$700  Incorporator Name SECOR, DAVID N  Incorporator Street Address Not Provided  Incorporator Mailing Address Not Provided  Incorporator Mailing Address Not Provided  Incorporator Name SECOR, NANCY A  Incorporator Mailing Address Not Provided  Annual Report information is filed and maintained by the Alabama Department of Revenue.  If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.  Purchase Document Copies  Scanned Documents  Furchase Document Copies		Secor Enterprises, Inc.
Principal Address Not Provided  Principal Mailing Address Not Provided  Status Exists  Place of Formation Mobile County  Formation Date 05/04/1984  Registered Agent Name SECOR, DAVID N  Registered Office Street Address 917 WESTERN AMERICAN CIRCLE STE 316 MOBILE, AL 36609  Registered Office Mailing Address DRY-CLEANING EQUIPMENT  Capital Authorized 51,000  Capital Paid In \$700  Capital Paid In \$700  Incorporator Name SECOR, DAVID N  Incorporator Street Address Not Provided  Incorporator Street Address Not Provided  Incorporator Mailing Address Not Provided  Incorporator Street Address Not Provided  Incorporator Street Address Not Provided  Incorporator Street Address Not Provided  Incorporator Mailing Address Not Provided  Incorporator Mailing Address Not Provided  Incorporator Street Address Not Provided  Incorporator Wailing Address Not Provided Wailing Wa	Entity ID Number	000 - 097 - 870
Principal Mailing Address  Status  Place of Formation  Mobile County  Formation Date  O5/04/1984  Registered Agent Name  Registered Agent Name  Registered Office Street Address  Registered Office Street Address  Registered Office Mailing Address  DRY-CLEANING EQUIPMENT  Capital Authorized  S1,000  Capital Paid In  Fincorporators  Incorporator Name  Incorporator Street Address  Not Provided  Incorporator Street Address  Incorporator Mailing Address  Incorporator Mailing Address  Not Provided  Incorporator Street Address  Incorporator Street Address  Not Provided  Incorporator Street Address  Not Provided  Incorporator Street Address  Not Provided  Incorporator Mailing Address  Not Provided  Incorporator Street Address  Not Provided  Incorporator Street Address  Not Provided  Incorporator Street Address  Not Provided  Incorporator Mailing Address  Not Provided  Incorporator Street Address  Not Provided  Incorporator Mailing Address  Not Provided  Incorporator Wave questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.  Report Year  1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2020 2021  Scanned Documents  Purchase Document Copies	Entity Type	Domestic Corporation
Status Exists  Place of Formation Mobile County  Formation Date 05/04/1984  Registered Agent Name SECOR, DAVID N  Registered Office Street Address 917 WESTERN AMERICAN CIRCLE STE 316 MOBILE, AL 36609  Registered Office Mailing Address 917 WESTERN AMERICAN CIRCLE STE 316 MOBILE, AL 36609  Nature of Business DRY-CLEANING EQUIPMENT  Capital Authorized S1,000  Capital Paid In S700  Incorporators  Incorporator Name SECOR, DAVID N  Incorporator Street Address Not Provided  Incorporator Street Address Not Provided  Incorporator Name SECOR, NANCY A  Incorporator Street Address Not Provided  Incorporator Mailing Address Not Provided  Incorporator Street Address Not Provided  Incorporator Street Address Not Provided  Incorporator Wave questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov, The Secretary of State's Office cannot answer questions about or make changes to these reports.  Report Year 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2001 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2020 2021  Scanned Documents	Principal Address	Not Provided
Place of Formation Date 05/04/1984  Registered Agent Name SECOR, DAVID N  Registered Office Street Address 917 WESTERN AMERICAN CIRCLE STE 316 MOBILE, AL 36609  Registered Office Mailing Address Place Mobile, AL 36609  Nature of Business DRY-CLEANING EQUIPMENT  Capital Authorized S1,000  Capital Paid In S700  Incorporator Name SECOR, DAVID N  Incorporator Street Address Not Provided  Incorporator Street Address Not Provided  Incorporator Name SECOR, NANCY A  Incorporator Street Address Not Provided  Incorporator Mailing Address Not Provided  Incorporator Street Address Not Provided  Incorporator Street Address Not Provided  Incorporator Street Address Not Provided  Incorporator Mailing Address Not Provided Not Provided  Incorporator Mailing Address Not Provided	Principal Mailing Address	Not Provided
Registered Agent Name   SECOR, DAVID N	Status	Exists
Registered Agent Name Registered Office Street Address Registered Office Mailing Address DRY-CLEANING EQUIPMENT Capital Authorized S1,000 Capital Paid In S700  Incorporators Incorporator Name SECOR, DAVID N Incorporator Street Address Not Provided Incorporator Mailing Address Not Provided Incorporator Street Address Not Provided Incorporator Street Address Not Provided Incorporator Mailing Address Incorporator Mailing Address Not Provided Incorporator Mailing	Place of Formation	Mobile County
Registered Office Street Address         917 WESTERN AMERICAN CIRCLE STE 316 MOBILE, AL 36609           Registered Office Mailing Address         917 WESTERN AMERICAN CIRCLE STE 316 MOBILE, AL 36609           Nature of Business         DRY-CLEANING EQUIPMENT           Capital Authorized         \$1,000           Capital Paid In         \$5700           Incorporators           Incorporator Name         SECOR, DAVID N           Incorporator Street Address         Not Provided           Incorporator Mailing Address         Not Provided           Incorporator Street Address         Not Provided           Incorporator Mailing Address         Not Provided           Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.           Report Year         1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2009 2009 2001 2011 2012 2013 2014 2015 2016 2017 2018 2019 2009 2009 2020 2021           Scanned Documents	Formation Date	05/04/1984
Registered Office Mailing Address Registered Office Mailing Address  Nature of Business DRY-CLEANING EQUIPMENT Capital Authorized SI,000 Capital Paid In Frootporators Incorporator Name Incorporator Street Address Incorporator Mailing Address Incorporator Mailing Address Incorporator Mailing Address Incorporator Name SECOR, DAVID N Incorporator Mailing Address Incorporator Mailing Address Incorporator Mailing Address Not Provided Incorporator Street Address Not Provided Incorporator Street Address Not Provided Incorporator Mailing Address Not Provided Incorporator Mailin	Registered Agent Name	SECOR, DAVID N
Nature of Business DRY-CLEANING EQUIPMENT  Capital Authorized \$1,000  Capital Paid In \$700  Incorporators  Incorporator Name SECOR, DAVID N  Incorporator Street Address Not Provided  Incorporator Name SECOR, NANCY A  Incorporator Name SECOR, NANCY A  Incorporator Name SECOR, NANCY A  Incorporator Mailing Address Not Provided  Incorporator Street Address Not Provided  Incorporator Street Address Not Provided  Incorporator Wailing Address Not Provided  Incorporator Mailing Address Provided Mail Mail Mail Mail Mail Mail Mail Mail	Registered Office Street Address	
Capital Authorized   \$1,000     \$7700	Registered Office Mailing Address	
Capital Paid In   STOO   STOOK   STOOK   STOOK   SECOR, DAVID N   SOK Provided   SECOR, NANCY A   SECOR, N	Nature of Business	DRY-CLEANING EQUIPMENT
Incorporator Name  Incorporator Street Address Incorporator Mailing Address Incorporator Name  Incorporator Mailing Address Incorporator Name  Incorporator Name  Incorporator Name  Incorporator Street Address Incorporator Street Address Incorporator Street Address Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Mailing Address  Incorporator Name  Incorporator Mailing Address  Incorporator Name  Incorporator	Capital Authorized	\$1,000
Incorporator Name  Incorporator Street Address Incorporator Mailing Address Incorporator Name Incorporator Name Incorporator Name Incorporator Street Address Incorporator Street Address Incorporator Street Address Incorporator Mailing Address  Annual Reports  Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="https://www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.  Report Year  Incorporator Name	Capital Paid In	\$700
Incorporator Mailing Address  Incorporator Name  Incorporator Street Address  Incorporator Street Address  Incorporator Street Address  Incorporator Mailing Address  Incorporator Street Address  Incorporator Mailing		Incorporators
Incorporator Name  Incorporator Street Address Incorporator Mailing Address  Annual Reports  Annual Report  Annual Report information is filed and maintained by the Alabama Department of Revenue.  If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="https://www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.  Report Year    1988   1989   1990   1991   1992   1993   1994   1995   1996   1997   1998   1999   2000   2001   2002   2003   2004   2005   2006   2007   2008   2009   2010   2011   2012   2013   2014   2015   2016   2017   2018   2019   2020   2021	Incorporator Name	SECOR, DAVID N
Incorporator Street Address Not Provided Incorporator Mailing Address Not Provided  Incorporator Mailing Address Not Provided  Incorporator Mailing Address Not Provided  Annual Reports  Annual Report information is filed and maintained by the Alabama Department of Revenue.  If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.  Report Year 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021  Scanned Documents	Incorporator Street Address	Not Provided
Incorporator Street Address Incorporator Mailing Address  Annual Reports  Annual Report information is filed and maintained by the Alabama Department of Revenue.  If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="https://www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.  Report Year    1988   1989   1990   1991   1992   1993   1994   1995   1996   1997   1998   1999   1999   2000   2001   2002   2003   2004   2005   2006   2007   2008   2009   2010   2011   2012   2013   2014   2015   2016   2017   2018   2019   2020   2021	Incorporator Mailing Address	Not Provided
Annual Report information is filed and maintained by the Alabama Department of Revenue.  If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="https://www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.  Report Year    1988   1989   1990   1991   1992   1993   1994   1995   1996   1997   1998   1999   2000   2001   2002   2003   2004   2005   2006   2007   2008   2009   2010   2011   2012   2013   2014   2015   2016   2017   2018   2019   2020   2021     Scanned Documents	Incorporator Name	SECOR, NANCY A
Annual Report information is filed and maintained by the Alabama Department of Revenue.  If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="https://www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.  Report Year    1988   1989   1990   1991   1992   1993   1994   1995   1996   1997   1998   1999   2000   2001   2002   2003   2004   2005   2006   2007   2008   2009   2010   2011   2012   2013   2014   2015   2016   2017   2018   2019   2020   2021      Scanned Documents	Incorporator Street Address	Not Provided
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="https://www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.    1988   1989   1990   1991   1992   1993   1994   1995   1996   1997   1998   1999   2000   2001   2002   2003   2004   2005   2006   2007   2008   2009   2010   2011   2012   2013   2014   2015   2016   2017   2018   2019   2020   2021	Incorporator Mailing Address	Not Provided
If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="https://www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.    1988   1989   1990   1991   1992   1993   1994   1995   1996   1997   1998     1999   2000   2001   2002   2003   2004   2005   2006   2007   2008     2009   2010   2011   2012   2013   2014   2015   2016   2017   2018   2019     2020   2021     Purchase Document Copies		Annual Reports
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		Scanned Documents
		Purchase Document Copies
Document Date / Type / Pages 05/04/1984 Certificate of Formation 6 pgs.	Document Date / Type / Pages	05/04/1984 Certificate of Formation 6 pgs.

### STATE OF LABAMA

CONTROL NO. 5814222

ACCOUNT NO.

533795

LICENSE YEAR

2021-2022

MOBILE COUNTY

ISSUED TO:

SECOR ENTERPRISES INC SECOR, DAVID N 1117 SAVANNAH DR

MOBILE, AL 36609

DA	TE ISSU	JED
10	06	2021
MO	DAY	VD

LICENSE NO.

2201065

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:

3263 DEMETROPOLIS RD STE 6-C

MOBILE, AL 36695-0000

**EXPIRES** September 30, 2022 **RENEW IN OCTOBER** 

RL:

U214 - #5814222 - T2 - P3211497 - M4

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTO (\$150,001 - \$200,000)	RS 300.00	2.25	0.00	0.00	0.00	302.25
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		I SV		== f.			
E	TRANSFER OF LICENSE vidence having been adduced before me that a bona fide	Kathleen D. Bax	ter			TOTAL	302.25
sale	of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.	State Comptroller Vernon Barnett	W			MAIL FEE	1.00
	Name of Purchaser	MOOTENIAMENT ANGWENU	e	_		TOTAL WITH MAIL FEE	303.25

Issuing Authority

Issuing Authority

# EXHIBIT D





Company ID Number: 381201

Client Company 1D Number: 962344

If you have any questions, contact E-Verify at 1-888-464-4218.

### Approved by:

Employer	Declaration and the state of th
Secor Enterprises Inc	final fitti el Nelle i e
Name (Please Type or Print)	Title
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DAVID N. SECOP	Vice-Pres.
Signature	Date
Darid M. Decal	
shud II. Jecal	1-U-16
E-Verify Employer Agent	
Employee Liability Management, Inc.	
Name (Please Type or Print) Angel Hudson	Title
Signature	The second secon
Electronically Signed	Date
	04/11/2016
Department of Homeland Security - Verification (	Division
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Name (Please Type or Print)	Title
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	Date
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### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

### **Submitted by:**

Casi Callaway, Chief Resilience Officer

### **Sponsored by:**

Mayor William S. Stimpson

### **Purpose and Scope of Project:**

Contract with The Water Institute of the Gulf for a City-wide resilience assessment and plan.

**CIP** 

### **Amount of Contract:**

\$449,671.00

**Funding Source** 

**Project #** .C0710 **Discretionary Funds Project String Contract Number:**3852

**Budget Amendment REDUCE INCREASE** 

**Grant Funds Matching Funds** 

### **ATTACHMENTS:**

Upload Date Description Type

2022 Water Institute Agenda Cover Memo 6/7/2022 Package

Revised Capital Summary Cover Memo 6/8/2022

Sheet

### **REVIEWERS:**

Department Reviewer Action Date

6/8/2022 - 10:27 Capital Rhodes, Brenda Approved AM

6/8/2022 - 2:38 Approved Kern, Chris Legal PM

6/8/2022 - 2:38

Legal Approved Kern, Chris

Approved

6/9/2022 - 12:02 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 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 Water Institute of the Gulf, to provide a City-wide resilience assessment and plan, in the amount of \$449,671.00, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:		
	City Clerk	

### CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

CONTRACT#

PROJECT NAME:			
CAPITAL PROJECT #		DATE OF RECEIP	т
DEPT. PROJECT #			
PROJECT DESCRIPTION	l		
CONTRACT AMOUNT			
VENDOR NAME			
VENDOR NUMBER			
DEPT #			
CONTRACT ADMINIST	RATOR		
Please Select by circlin	g one (Type):		
Architectural	Engineering	Testing	<b>Professional Services</b>
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	
RETAINAGE INFORMA	TION:		
SHOULD RETAINAGE B different, indicate spec			
*Unit Price Contracts a	re estimates pei	r F. Kessler - do not r	equire Change Orders
**General Construction	n requires Chang	ge Order for 10% ove	erages.
Prepared by:	·	Date	

Revised 5/16/2022 Tiffany Hollins



### MOBILE CITY-WIDE RESILIENCE ASSESSMENT AND PLAN

CONSULTANT: THE WATER INSTITUTE OF THE GULF

### **CONTENTS**

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Certifications, Affidavits & Insurance	Exhibit D
Procurement of Recovered Materials	Exhibit E
Contract Provisions for non-Federal Entity Contracts Under Federal Awards .	Exhibit F
Special Award Conditions	Exhibit G

### STATE OF ALABAMA CITY OF MOBILE

### **CONTRACT**

This AGREEMENT made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **The Water Institute of the Gulf** (hereinafter called the "CONSULTANT"). The CONSULTANT and the CITY may be referred to collectively as the "PARTIES").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

### I. DEFINITIONS

The following terms and their definitions shall apply:

**CITY -** City of Mobile, Alabama

**CITY COUNCIL** - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

**CONTRACT** - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the CONSULTANT setting forth the obligations of the parties hereunder for the performance of the prescribed work.

**CONSULTANT** - The firm assigned to perform professional services to develop the Resilience Assessment and Plan. The firm so assigned to this project is **The Water Institute of the Gulf** 

**NOTICE TO PROCEED** - A written notice to proceed issued by the PROJECT MANAGER for any phase set out in Section III or for requested additional services.

**PROJECT** – Mobile City-Wide Resilience Assessment and Plan, City of Mobile. The professional services include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City. See Exhibit A for a location of the project.

**PROJECT MANAGER** – An individual designated by the CITY as PROJECT MANAGER

### II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services in connection with the PROJECT.

Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the standard specifications and applicable local ordinances and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

All terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

### III. SCOPE OF WORK

The CONSULTANT has been selected to develop a Resilience Assessment and Plan that is understandable for the majority of Mobilians, grounded in science and current data, incorporates community input, actionable, and mirrors plans across the United States to ensure the City of Mobile can track our efforts consistently alongside other cities.

The CONSULTANT will regularly meet with PROJECT MANAGER as Project Manager may schedule to provide status reports of progress and plan for any needed changes. The meeting schedule shall be updated until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, and project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT shall maintain strict review of progress of the project. A monthly time report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via regular mail or E-Builder. Monthly estimates will not be processed without a corresponding monthly time report.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work is divided into two primary project tasks. Once the first task is completed, the second will immediately begin:

- A. Resilience Assessment
- B. Resilience Plan

### A. RESILIENCE ASSESSMENT

The Resilience Assessment will establish a baseline understanding of the resilience of Mobile's communities, institutions, businesses, and systems to chronic stressors and acute shocks the city faces today and into the future. This assessment will be grounded in the best available and localized science and data on climate, social, and economic projections. Just as critically, the process of developing this assessment will build trust, a common understanding of risk, and a collective vision for a more resilient Mobile among internal and external stakeholders.

The CONSULTANT, working with the PROJECT MANAGER will develop a list of existing data that will provide the basis of the Assessment. Any existing resources already housed by the CITY will be shared with the CONSULTANT.

- 1. Establish a Project Charter and Community Engagement Plan
  - The CONSULTANT will work with the PROJECT MANAGER to create a team structure and process that will guide communication and decision making through both phases of the project.
  - The CONSULTANT will work with the PROJECT MANAGER to define the internal and external stakeholder groups to ensure a broad public audience engaged in the assessment and planning process.
  - The CONSULTANT will work with the PROJECT MANAGER to establish a timeline for engagement activities as well as an overall project schedule.

Deliverable(s): Project Charter, Community Outreach/Engagement Plan, Project Timeline

- 2. Establish a Vision for a Resilient Mobile to serve as the Foundation for the Planning Process
  - The CONSULTANT will set up one-on-one meetings with key stakeholders internal and external to the CITY to develop a clear definition of resilience for Mobile.
  - The insight collected will provide the basis for a set of practical objectives and associated metrics to compare actions and measure progress over time that will be finalized and adopted by the CITY.

Deliverable(s): Resilient Mobile Vision Statement

- 3. Data Synthesis on Changing Conditions
  - The CONSULTANT, working with the PROJECT MANAGER, will identify and

collect the types of data necessary for an effective Resilience Assessment that will address the Resilient Mobile Vision Statement. Data will include biogeophysical (sea-levels, climate), economic, and social (social determinants of health – SDOH).

- The CONSULTANT will work with the stakeholder groups to evaluate the data and add any missing components based on feedback.
- The CONSULTANT will determine how the changing conditions data matches the CITY's current planning documents and provide pathways for alignment.
- The CONSULTANT will organize the datasets and layers working with the stakeholder groups to ensure clarity, relevance, and completeness.

Deliverable(s): Localized Projections Summary

### 4. Defining Chronic Stressors and Shocks

- Using the data collected, the CONSULTANT will identify and prioritize acute shocks and chronic stressors facing Mobile today and into the future. Knowing that the future is uncertain, CONSULTANT will work with the PROJECT MANAGER and internal stakeholders to provide a framework for planning that addresses the range of possible futures.
- The CONSULTANT will work with the internal stakeholders to refine the priority stressors and shocks in order to develop strategies to address them in the final plan.

Deliverable(s): City's Exposure Summary

### 5. Asset Review

- CONSULTANT will identify categories of priority CITY assets among categories such as: Infrastructure; land use, development, and housing; ecology; economy and jobs; neighborhoods, communities, and cultural resources; and government systems and operations.
- The CONSULTANT will qualitatively assess the potential risks and vulnerabilities to each critical system as well as identify gaps and uncertainties in data.
- The CONSULTANT will work with the CITY to define the level of acceptable risk for the future.

Deliverable(s): Asset Review and Risk Level Assessment Summary

6. Audit of City Policies, Plans, and Programs

- The CONSULTANT will conduct interviews with relevant department heads to understand current and/or planned policies, plans, and programs as well as how they incorporate resilience into their operations.
- The CONSULTANT will review existing strategic plans and implementation documents to assess the CITY's current approaches to resilience and risk mitigation.
- The CONSULTANT will assess the adaptive capacity of the CITY's policies, plans, and programs to determine if they meet or exceed the agreed-upon acceptable risk level and, if needed, present options for improvements.

Deliverable(s): Audit Findings Summary

### 7. Resilience Assessment

- Using the researched material and developed findings, the CONSULTANT will synthesize the information into a publicly accessible briefing document that will serve as a resource for developing the Resilience Plan.
- The Resilience Assessment will communicate Mobile's vision for a resilient future, shocks and stressors, exposure of city systems and assets, and analysis of existing policies, plans, and programs.

Deliverable(s): Final Resilience Assessment

### B. Resilience Plan

The CONSULTANT will develop a Resilience Plan that is accessible by all members of the community, incorporates actionable strategies and a roadmap to achieve the established goals. The Plan will be developed with the following components:

### 1. Well Defined Problem

The Assessment will provide the critical background data and decision context for the plan, including a community defined vision for a future resilient Mobile. It will be shared with internal and external stakeholders and serve as a foundational briefing document to support developing the Plan.

### 2. Clearly Defined Objectives

The CONSULTANT will work with the PROJECT MANAGER and stakeholder groups to develop and build consensus on a set of objectives that captures the social, ecological, institutional, and economic aspects of resilience across the range of shocks and stressors identified in the Resilience Assessment. These clearly defined and measurable objectives will provide the foundation for developing, analyzing, and

prioritizing strategies and communicating those priorities clearly to stakeholders and the public.

### 3. Develop Potential Resilience Opportunities and Strategies

The CONSULTANT will work with the PROJECT MANAGER and Stakeholders to identify resilience opportunities and alternative strategies under focus areas and objectives defined in the Assessment.

- A. Based on the Community Engagement Plan, the CONSULTANT will collect community input within each of the focus areas for improving the city's resilience including opportunities to build upon or leverage existing efforts and initiatives.
- B. Public engagement strategies may include calling for ideas from across the community, hosting focused workshops such as Living With Water®, and engaging trusted community voices.
- 4. Analyze Alternatives to Create an Appropriate Approach

The CONSULTANT will work with the PROJECT MANAGER to identify an appropriate approach to support the adaptive management of strategies under future uncertainty of climate, economic, and socio-political conditions.

5. Prioritize and Refine Resilience Strategies

The CONSULTANT will work with the PROJECT MANAGER and Internal Stakeholder Group to prioritize and sequence resilience strategies that best meet the established objectives and advance comprehensive resilience for Mobile now and into the future.

- A. The CONSULTANT will facilitate a second focus area workshop to refine resilience strategies with stakeholders and begin to identify implementation opportunities.
- 6. Develop Comprehensive Resilience Plan and Implementation Roadmap

The CONSULTANT will work with the PROJECT MANAGER to design and write the final Resilience Plan. The plan will include a summary of findings from the Resilience Assessment (providing high-level background and context on risks, social and economic changes, stressors and shocks, and assets to be protected) as well as prioritized strategies for advancing comprehensive resilience developed in collaboration with stakeholders.

- A. The CONSULTANT will work with the PROJECT MANAGER to develop additional communications materials that help to communicate the Resilience Plan to different audiences.
- B. The CONSULTANT will provide plan and communication materials in print-ready, digital, and camera-ready formats. The digital format will be prepared in a

web accessible and searchable format for posting. The print-ready format will be prepared as a PDF with appropriate printer margins, crops, and bleeds. Additionally, the CONSULTANT will design and prepare a print-ready executive summary brochure. The CONSULTANT will provide 10 bound color copies of the complete study and 10 bound color executive summary copies, provided that the cost of printing the numbers indicated here does not exceed \$800. If the budgeted amount is exceeded by the vendors, the CONSULTANT and PROJECT MANAGER may agree to a lower number of printed copies or the PROJECT MANAGER will provide additional funds for printing copies. Any such modifications must be expressed in writing.

C. The CONSULTANT will participate in a reasonable number of events, not to exceed 10, to brief the Resilience Plan to stakeholders.

### **SECTION B DELIVERABLES:**

- Final Resilience Plan
- Implementation Roadmap
- Communications Materials, including a PowerPoint presentation summarizing the plan and an Executive Summary brochure.

### IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The PROJECT MANAGER and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.
- B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, GIS layers, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the CONSULTANT each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, or

transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the project period, which is January 31, 2024, unless otherwise amended or terminated in accord with other provisions of the contract. If the project period in the agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT's liability for any breach thereof.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

### V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where disbursement of compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.

CONSULTANT is responsible for payment of all expenses required to perform the work unless such expense is otherwise specifically attributed to the City herein. Such CONSULTANT expenses may include travel, data collection, meeting and event hosting (e.g. room rental, audio/visual setup, advertisement), software, printing materials other than those provided in Section B.6.b., research fees, permits, licenses, and taxes.

### A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional services, as shown in the Fee Schedule in Exhibit B and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the CONSULTANT will be as follows:

- a. Compensation to the CONSULTANT shall be based on work performed and documented but shall be limited to the completion of the tasks, which such completion shall be determined by the PROJECT MANAGER. Full payment cannot be paid to the CONSULTANT until all close out documents have been received and approved by CITY. See Exhibit C for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit B sets out the maximum amount to be disbursed for work performed under Section III and will be based on the completion of tasks identified in Exhibit B, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed \$449,671.00 (Four Hundred Forty-Nine Thousand Six Hundred Seventy-One Dollars).
- b. Failure to perform any service identified in a NOTICE TO PROCEED, not due to the failure by the CITY and within the control of the CONSULTANT, shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to CITY for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consulting firms of its choice to complete the PROJECT..

### B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above-mentioned PROJECT shall not exceed \$449,671.00 (Four Hundred Forty-Nine Thousand Six Hundred Seventy-One Dollars)

CITY or CONSULTANT may request modifications or changes in the Scope of Work as described in Section III. To the extent that the Scope of Work to be performed by CONSULTANT has been affected by such change mutually agreed upon and properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

Final payment for Subtask B-6 listed in Exhibit 3 will not be made until CONTRACTOR meets the Closeout Requirements defined in Exhibit C.

C. Contractor's proposal expressed Contractor's commitment to employ disadvantaged businesses as subcontractors as enclosed in Exhibit D. Contractor is expected to employ subcontractors as provided in Exhibit D, unless adjusted by mutual agreement, and must document evidence of employment of such subcontractors upon presentation of each pay application/invoice.

### VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMNIFICATION: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.
- B. <u>INSURANCE</u>: For the duration of this CONTRACT, CONSULTANT shall maintain the following minimum amounts for each Project:

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

1. <u>Professional Liability Insurance:</u>

Professional Liability Insurance including design with the limits not less than \$1,000,000 per occurrence.

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

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

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

### 3. <u>Comprehensive General Liability Insurance</u>:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence of bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

### 4. Automobile Liability Insurance:

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

### 5. Excess/Umbrella Liability Insurance

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

### C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and included as Exhibit D. The "Descriptions of Operations" box on the Certificate of Liability Insurance is included in the Exhibit as an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. <u>Waiver of Subrogation</u> All policies of insurance shall be endorsed to waive rights of subrogation in favor of the City of Mobile.
- 2. <u>Additional Insured</u> All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- 3. <u>Primary Insurance</u> All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4. <u>Notice of Cancellation</u> Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. <u>Certificates of Insurance - General</u> - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

### VII. <u>IMMIGRATION COMPLIANCE (E-VERIFY)</u>

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 CONTRACT and shall be responsible for all damages resulting therefrom.

### VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by the City under this contract is the General Fund.

### IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the CONSULTANT represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

### X. <u>ANTI-DISCRIMINATION</u>

CONSULTANT shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

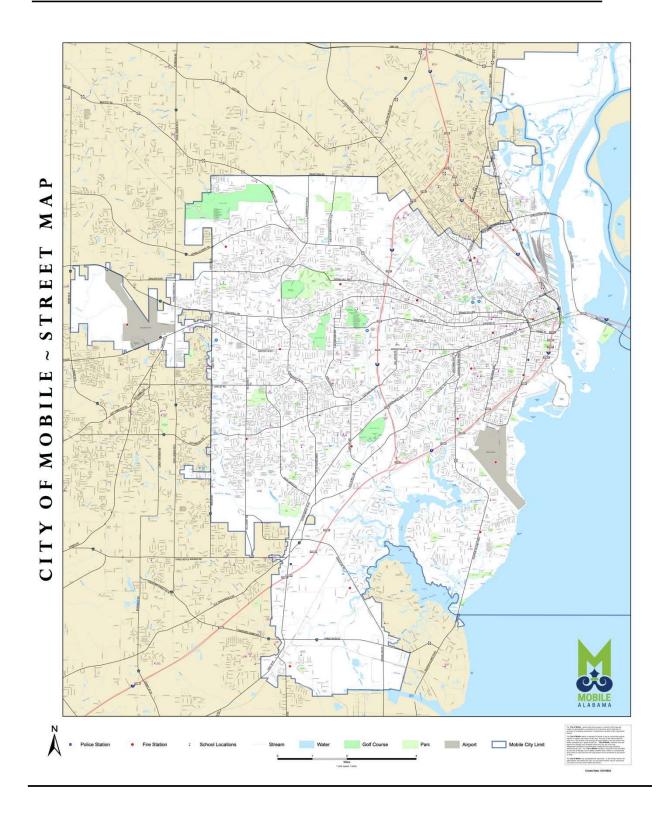
IN WITNESS WHEREOF, we have hereunt first written.	to set our hands and seals on this the day and year
inst written.	CITY OF MOBILE, A Municipal Corporation
	By:
	Its Mayor
ATTEST:	
By: Its City Clerk	
	The Water Institute of the Gulf
	Danielle  By: Johnson  Digitally signed by Danielle Johnson Date: 2022.06.02 13:47:50 -05'00'
	Its: Director of Grants & Contracts
	Address: 1110 River Road S., Suite 200 Baton Rouge, LA 70802
	Telephone: 225-300-6715
STATE OF ALABAMA COUNTY OF MOBILE	
of the Gulf is signed to the foregoing agrees me on this day that, being informed of the	or the said County in said State, hereby certify that of the Water Institute ment and who is known to me, acknowledged before contents of the above and foregoing agreement, that is full authority, executed the same voluntarily for and on the day the same bears date.
Given under my hand this day of	2022.
Notary Public	

### AFFIDAVIT OF VENDOR / CONTRACTOR

duly sworn says as follows:  (affiant) who, being
President/CEO of The Water Institute of the Gulf
As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as  CEO for The Water Institute of the Gulf that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
I further attest that said The Water Institute of the Gulf is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 614200
CEO of The Water Institute of Gulf
Sworn to and subscribed before me this the 6th day of June, 2022
I certify that the affiant is known to me to be the identical party he or she claims to be.
Signature and Seal of Notary Public
STEVEN B. JONES Notary Public State of Louisiana East Baton Rouge Parish Notary ID # 92545 My Commission is for Life

### **EXHIBITS**

Project Location	Exhibit A
Consultant's Fee Schedule	Exhibit B
Project Closeout Checklist	Exhibit C
Certifications, Affidavits & Insurance	Exhibit D
Procurement of Recovered Materials	Exhibit E
Contract Provisions for non-Federal Entity Contracts Under Federal Awards	Exhibit F
Special Award Conditions	Evhibit C



### **EXHIBIT B: CONSULTANT'S FEE SCHEDULE**

**PROJECT** – Mobile City-Wide Resilience Assessment and Plan

<u>Invoicing</u> - CONSULTANT will provide monthly invoices to the CITY. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed. All invoices will reference task, associated budgets to include current expense and remaining balance, and percentage complete.

The CITY will release payment for approved invoices within 30-days of receipt.

### **TASK A: Resilience Assessment**

Subtask A.1: Project Charter and Engagement Plan  Subtask A.2: Establish vision for a resilient Mobile  Subtask A.3: Data Synthesis on Changing Conditions  Subtask A.4: Defining Chronic Stressors and Acute Shocks  Subtask A.5: Asset Review  Subtask A.6: Audit of City Policies, Plans and Programs	\$11,740.00 \$22,600.00 \$17,850.00 \$37,920.00 \$16,950.00
Subtask A.7: Resilience Assessment & Communications Materials	
TASK B: Resilience Plan	
Subtask B.1: Determine Objectives	\$21,645.00
Subtask B.2: Identify Alternatives	\$76,220.00
Subtask B.3: Forecast Consequences	\$32,170.00
Subtask B.4: Prioritize and Refine	\$45,596.00

### CONTRACT Not to Exceed \$449,671.00

Language needs to be included here that CONTRACTOR will cover all up-front costs associated with public outreach meetings.

**FUNDING SOURCE:** City of Mobile General Fund.

### **EXHIBIT C: PROJECT CLOSEOUT CHECKLIST**

The following items must be submitted to the CITY for project closeout:

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
  - o Hard Copy
  - o Word
  - o PDF
  - o Excel
  - PowerPoint
- Hard Copy of Contract Documents:
  - o Special Provisions
  - o Articles of Agreement
  - Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Additional documentation as required by the grant

Final payout for Task B.6 will not be made until Contract meets Closeout requirements of Exhibit C.



## OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Via emai: Archnique.kidd@cityofmobile.org questions on completing this form. 205 Government Street, 4th Floor

Contact Office of Supplier Diversity for

Bidders and Proposers - Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete his contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion. include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the

address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a Form 1), you are required to complete the "good faith effort" documentation on Form 2. When so required, failure to adequately plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on Form 2 are not intended to be part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort. About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all

Subcontractor/Supplier Plan Page 1 of 5



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

INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
<b>COMMUNITY RESOURCES</b> : The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
contract records: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
<ol> <li>Name, address, and telephone number;</li> <li>A description of information provided by the bidder/proposer or subcontractor, and</li> <li>A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DRF was undustrial to perform the ich.</li> </ol>

Please indicate if any of the following applied:

Page **5** of **5** Subcontractor/Supplier Plan

# OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

DBE UTILIZATIONREPORT

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

or P.O. Box 1948 Mobile, AL 36633

CONTRACTOR:			Certified UBE:	TES	Contract Start Date:		
DESCRIPTION:			_8		Estimated Completion Date:	n Date:	_
This report is for the month of: (CHECK ONE):	f: JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	AIR.	FINAL	T
Original Contract Amount	Total Amount c	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	V = 30	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)	_
Ş	Ş		Ş	S			_
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.  DBE SUBCONTRACTOR  DBE DESCRIPTION OF WORK  DBE SUBCONTRACTOR  REPORT	ilized on the contract, where is not being met, please	whether or not the ase include a narrat	firms were originally listed in the description of the programment of	or DBE goal credit. I ess being made in DE DBE PAYMENTS THIS REPORT	ist actual amount paid to E participation. PAYMENTS TO DATE	each DBE firm.  OFFICE USE ONLY (Verification)	-
			S	S	Ś		
			s	s	s		_
			S	s	s		_
			s	s	s		_
TOTALS			S	S	S	2	_
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.	FORMATION CONTAINE	D HEREIN IS TRUE ANI	D CORRECT. SUPPORTING DO	CUMENTATION IS ON	FILE AND IS AVAILABLE FO	R INSPECTION BY	-
PRINI NAIME:							
SIGNATURE:				I			
		(Title)	(Date)				

DBE Utilization Report

## AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared	ed	(affiant) who, being
duly sworn says as follows:		
President/CEO of		<u>.</u>
As a condition for the award of a contract by the that employs one or more employees, I hereby for the for employment, or continue to employ an unautory.	attest that in my capacity at said employer shall no	as
By signing this contract, the contracting parties they will not violate Federal Immigration Law continue to employ an unauthorized alien with contracting party found to be in violation of this agreement and shall be responsible for all dama.  I further attest that said	or knowingly employ, his in the State of Alabama. It is provision shall be deem ages resulting therefrom.	re for employment, or Furthermore, a ned in breach of the
Company ID Number in the E-Verify program	is as follows:	y program. The
	-	
CEO of		
Sworn to and subscribed before me this the	day of	,21 .
I certify that the affiant is known to me to be the	ne identical party he or sho	e claims to be.
Signature and Seal of Notary Public	_	

#### **EXHIBIT E: PROCUREMENT OF RECOVERED MATERIALS**

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## EXHIBIT F: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (J) See § 200.323 Procurement of recovered materials.
- (K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- (L) See § 200.322 Domestic preferences for procurements.

Client#: 30439 WATERINS

ACORD...

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2022

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

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

and commonic accounts common and rights to the commonic		
PRODUCER	CONTACT Shannon Ellis	
Louisiana Companies	PHONE (A/C, No, Ext): 225 383-4761 FAX (A/C, No):	225-387-4336
801 North Blvd. Baton Rouge, LA 70802 225 383-4761	E-MAIL ADDRESS: sellis@lacompanies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest Indemnity Insurance Co.	10851
The Water Institute of the Gulf 1110 River Road S. Suite 200 Baton Rouge, LA 70802	INSURER B : Berkley Casualty Company	
	INSURER C: Everest National Ins. Co.	10120
	INSURER D:	
	INSURER E:	
Baton Rouge, LA 70002	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 S	UBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Χ	COMMERCIAL GENERAL LIABILITY	X	X	EF4ML06433221	05/21/2022		EACH OCCURRENCE	\$1,000,000
		X CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
	X	BI/PD Ded:5,000						MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:							\$
С	AUT	OMOBILE LIABILITY			EF4CA00385221	05/21/2022	05/21/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α		UMBRELLA LIAB OCCUR			EF2CU01474221	05/21/2022	05/21/2023	EACH OCCURRENCE	\$1,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,000,000
		DED RETENTION \$							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY		X	KEY0146077	05/21/2022	05/21/2023	X PER STATUTE OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mai	ndatory in NH)	N/ A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
Α	Pro	fessional Liab			EF4ML06433221	05/21/2022	05/21/2023	\$1,000,000	
Α	Pol	lution Liab			EF4ML06433221	05/21/2022	05/21/2023	\$1,000,000	
В	Ма	ritime Emp Liab			KEY0146077	05/21/2022	05/21/2023	\$1,000,000	

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

Multi-State Workers Compensation/Employers Liability policy #KEY0146077 includes states: LA, CO, FL, IA,

MD, NC, PA, TX, CT, OK, MS, NY, MA.

Certificate holder is additional insured with respect to the general liability policy as required by written contract when executed prior to a loss, subject to policy terms, conditions and exclusions. (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Mobile, AL ATTN: Casi Callaway P.O. Box 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.
Mobile, AL 36633-1827	AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)			
Additional insured provision on the general liability policy is primary and non-contributory as required by written contract executed prior to a loss, subject to policy terms, conditions and exclusions.			
Waiver of subrogation is provided with respect to the general liability and workers compensation policies as required by written contract when executed prior to a loss, subject to policy terms, conditions and exclusions.			
Thirty Days Notice of Cancellation will be provided, except 10 days for Non-Payment of premium on the GL/ Professional, Excess Liability, Workers Comp, and Auto policies.			

#### CITY OF MOBILE

#### APPLICATION FOR BUSINESS LICENSE **AND/OR TAX ACCOUNT**

ACCT#:

119858

LAST 4 FEIN/SSN:

6585

119858

6585

**OWNERSHIP:** 

CORP CORP STATE ID:

**ZONING CERT:** 

NA

**EMPLOYEE ID:** 

910513330LC

910513330LC

**LEGAL BUSINESS NAME:** 

THE WATER INSTITUTE OF THE GULF

THE WATER INSTITUTE OF THE GULF

**PHYSICAL ADDRESS:** 

1110 RIVER RD S STE 200 LA 70802

**MAILING ADDRESS:** 

1110 RIVER ROAD SOUTH SUITE 200 BATON ROUGE, LA 70802

**BUSINESS PHONE:** 

225-245-9450

**CELL PHONE:** 

**BUSINESS FAX:** 

START DATE: 12/01/2021

12/01/2021

JURISDICTION:

С С **TAX CODES:** 

APPORTING:TYPE:

**VEND OWN:** 

TERRITORY:

T02

EMAIL:

BJONES@THEWATERINSTITUTE.ORG

BJONES@THEWATERINSTITUTE.ORG

#### OWNER INFORMATION

NAME

ROLE ADDRESS

DL#

**PHONE** 

DOB

THE WATER INSTITUTE

OF THE GULF

SSN

225-245-9450

THE WATER INSTITUTE OF THE GULF

CORP 1110 RIVER ROAD SOUTH SUITE 200 BATON ROUGE, LA

SUITE 200 BATON ROUGE, LA

CORP 1110 RIVER ROAD SOUTH

225-245-9450

70802

70802

SIXTY DAY STATEMENT DUE

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: BEAUX JONES

**ID: LOUISIANA DRIVER LICENSE** 

**DATE:** 12/10/2021

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

**TEMPORARY BUSINESS LICENSE** 

#### CITY OF MOBILE



MOBILE, ALABAMA

# IMPORTANT NOTICE YOU MUST RETURN THIS STATEMENT TO US WITH YOUR 60 DAY GROSS OR YOU WILL BE OPERATING WITHOUT A BUSINESS LICENSE

### AFFIDAVIT FOR FIRST 60 DAYS OF BUSINESS

STATE OF ALABAMA: COUNTY OF MOBILE: TO: CITY OF MOBILE REVENUE DIRECTOR \_\_\_\_\_ for myself and/or the business operated under the trade name THE WATER INSTITUTE OF THE GULF located at: 1110 RIVER ROAD S., STE 200 BATON ROUGE, LA 70802 hereby certify under oath that the GROSS RECEIPTS for the first 60 days of business were: 561110 GROSS RECEIPTS \$\_\_\_\_\_ LICENSE CODE # I declare under penalty of perjury that the foregoing statement is true and correct. Declarant's Signature Regular penalty will apply if not returned to the Revenue Department on the date shown below. Gross Receipts, Gross Business, Gross Proceeds of Sales means the total volume of business done, without regard to origin, or ultimate destination of the merchandise, or service, or to whom sold. APPLICATION NUMBER TODAY'S DATE **DUE DATE** ACCOUNT NUMBER 12/01/21 119858 02/01/22 COMMENTS TERR-02

COMPLETE AND RETURN TO: City of Mobile Revenue Dept, P O 3065, Mobile, Al 36652-3065

IMPORTANT NOTE: Any difference the reader may perceive in the information contained above and the language in the City of Mobile Privilege License Ordinances is inadvertent. In all cases the language in the ordinances will prevail.

#### **60 DAY AFFIDAVIT**

The initial payment for Business License fees covers the first 60 days of Business. After this period the attached affidavit for first 60 days of business must be completed, notarized and returned to our office.

The affidavit for first 60 days of business is the tool used to measure the license due for a new business. When a business begins, the first 60 days gross is multiplied by 6 to arrive at the projected annual gross which will be used as the measure of license when calculating the total amount due for the first year business license. The computer will calculate the amount of business license due AND (1) if the amount calculated comes out to less than the minimum license, the computer will generate a license automatically; OR (2) if the calculation comes out to more than the minimum, you will receive a bill showing the amount due less the deposit paid.

COTIO Avail \$450,000.00

(1817) Avail \$450,000.00

(1817) Avail \$450,000.00

CAPITAL CONTRACT SUMMARY SHEET

## (2 COPIES REQUIRED)

**CONTRACT#** 

PROJECT NAME: City-wide resilience asse	essment and plan
CAPITAL PROJECT #C0710	_ DATE OF RECEIPT 618122
DEPT. PROJECT #	
PROJECT DESCRIPTION Contract with T	ne water institute of the Guif for a
City-wide resilience assessment and	plan
<b>CONTRACT AMOUNT</b> \$ 449,671.00	·
VENDOR NAME The Water Institute of the	Gulf
VENDOR NUMBER 297500	<u></u>
DEPT # DEPT N	AME Resilience
CONTRACT ADMINISTRATOR James Del	_app
Please Select by circling one (Type):	
Architectural Engineering	Testing Professional Services
Construction (Unit Price)* Construction**	ROW (Acquisitions)
Performance-Contributed Contractual	NonContractual
RETAINAGE INFORMATION:	
SHOULD RETAINAGE BE WITHHELD? Y_ different, indicate special rate	
*Unit Price Contracts are estimates per	F. Kessler - do not require Change Orders
**General Construction requires Change	e Order for 10% overages.
Prepared by: W Calley	Date6/2/2022
V ()	



#### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

#### **Submitted by:**

Cassie Boatwright, Real Estate Asset Management Dept

#### **Sponsored by:**

Mayor Stimpson

#### **Purpose and Scope of Project:**

To service, maintain & repair existing heating, ventilation and air conditioning equipment, or install new equipment, at various City of Mobile facilities

**Contract Number:** 

#### **Amount of Contract:**

not to exceed \$300,000.00

#### **Funding Source**

Project # Various City facilities - HVAC Maintenance Discretionary Funds

& Repair service contract SC-050-22

**Project String** 10043035-42150 (Facilities

Maintenance-Maintenance & Repair operational fund)

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

#### **ATTACHMENTS:**

Description Type Upload Date

SC-050-22 Various City

facilities - HVAC Cover Memo 6/9/2022

Maintenance & Repair

service contract

#### **REVIEWERS:**

Department	Reviewer	Action	Date
Architectura Engineering	Boatwright, Cassie	Approved	6/9/2022 - 12:20 PM
Budget	Sapp, Celia	Approved	6/9/2022 - 11:22 AM

Legal Kern, Chris Approved 6/9/2022 - 12:49

Legal	Kern, Chris	Approved	PM 6/9/2022 - 12:49 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 2:13 PM

#### RESOLUTION

2022

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	GORAM
Maille of Collibative	

GORAM AIR CONDITIONING COMPANY, INC.

Project Name:

VARIOUS CITY OF MOBILE FACILITIES – HVAC MAINTENANCE AND REPAIR

(1-YEAR SERVICE CONTRACT)

Project Number:

SC-050-22

Amount:

\$300,000.00 (Not To Exceed)

Adopted:		
	City Clerk	

## STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This Agreement made and entered into\_\_\_\_\_

BETWEEN the Owner:

City of Mobile

205 Government Street

P. O. Box 1827

Mobile, Alabama 36633

And the Contractor:

Goram Air Conditioning Company, Inc.

1252 Houston Street Mobile, Alabama 36606

City Business License No.:

195350

for the following PROJECT:

PROJECT NAME:

SERVICE CONTRACT - HVAC MAINTENANCE AND

REPAIR CONTRACT FOR CITY-OWNED BUILDINGS

PROJECT LOCATION:

VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.:

SC-050-22

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

#### ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

#### ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for one (1) year from the date of the Notice to Proceed.

#### ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

CONTRACT AGREEMENT PAGE 1 OF 6 3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

#### Labor Rates:

HVAC Technician:		
Hourly Labor Rate	\$80.00	/hour
(between 8am and 5 pm)		
Overtime Labor Rate	\$80.00	/hour
(after 5pm and on weekends)		

#### Parts/Material:

Service Contractor's Direct Cost plus 15 9/

#### **ARTICLE 4. Payments:**

- 4.1 The City shall pay the Service Contractor on account of the Contract as follows:
  - A. Payments shall be made monthly upon completion and inspections of the work specified.
  - B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
  - C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

#### ARTICLE 5. Termination of the Contract:

5.1 The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (City of Mobile, Facility Maintenance Department, 850 Owens Street, Mobile, AL 36604). The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

#### **ARTICLE 6. Contract Documents:**

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated April 18, 2022	9 pages
2. Specifications, dated April 18, 2022	
Section 01000 – Scope of Work	3 pages
3. This Instrument (Agreement)	6 pages
4. Bid Form	4 pages
5. E-Verify Documentation	3 pages
6. Certificate of Liability Insurance with Endorsements	7 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

CONTRACT AGREEMENT PAGE 2 OF 6 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 CONTRACT AGREEMENT

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CITY OF MOBILE SC-050-22

endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

#### 7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

#### ARTICLE 8. Miscellaneous Provisions

- 8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 8.2 Indemnification: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
- 8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary

  CONTRACT AGREEMENT

  PAGE 4 OF 6

professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

- 8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.
- 8.7 Anti-discrimination: Service Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.
- 8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.
- 8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 8.11 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to 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.

#### REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CONTRACT AGREEMENT PAGE 5 OF 6

#### ARTICLE 9. Signature:

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

OWNER: City of Mobile	SERVICE CONTRACTOR:  Goram Air Conditioning Company, Inc.
Signature	Signature
Mayor, City of Mobile Printed Name and Title	Darren W. Deas/Vice President Printed Name and Title
ATTEST:	
City Clerk	

STATE OF ALABAMA COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared

Notary Public in and for said County and State, personally appeared

Notary Public in and for said County and State, personally appeared

The Present of County and State, personal appeared

The Present of County and State, persona

Sworn to and subscribed for me this 31 day of May 2022.

NOTARY PUBLIC

My Commission Expires: 4-14-25

**END OF SECTION** 

CONTRACT AGREEMENT PAGE 6 OF 6

#### SECTION 01000 - SCOPE OF WORK

#### HVAC MAINTENANCE AND REPAIR

#### General:

Service Contractor shall furnish all labor, materials and parts, tools and equipment necessary to service, maintain, and repair existing heating, ventilation, and air conditioning (HVAC) equipment, or install new equipment, for selected City-owned facilities. The facilities include, but shall not be limited to, the following:

- 1. Mobile Animal Shelter 855 Owens Street
- 2. Azalea City Golf Course 1000 Gaillard Dr.
- 3. Hurtel (Wright) Armory 1900 Hurtel Street
- 4. Library Administration 700 Government Street
- 5. Library Local History and Genealogy 753 Government Street
- 6. Ben May Main Library 701 Government Street
- 7. Municipal Archives 457 Church Street
- 8. History Museum of Mobile 111 South Royal
- 9. Police Special Operations 850 St. Anthony Street
- 10. Public Works Garage 770 Gayle Street
- 11. Public Works Administrative/Service Buildings 770 Gayle Street
- 12. Tillman's Corner Community Center 5055 Carol Plantation Road
- 13. West Regional Library 5555 Grelot Road
- 14. Western Administrative Complex (WAC) 4851 Museum Drive
- 15. Police Central Headquarters 2460 Government Street
- 16. FS 3 Central Fire Station 701 St. Francis Street
- 17. Gulf Coast Exploreum 65 Government Street
- 18. Mobile Civic Center 401 Civic Center Drive
- 19. Connie Hudson Mobile Regional Senior Community Center- 3200 Hill Crest Road
- 20. Mobile Museum of Art- 4850 Museum Drive

A general description of the heating, ventilation, and air conditioning equipment to be serviced at the above listed facilities is listed under HVAC Maintenance and Repair – Facility Equipment List (attached as Exhibit A).

### Maintenance and Repair Service:

Service Contractor shall provide necessary maintenance and repair services to keep the specified equipment and other associated equipment in good and working order. Required HVAC/building controls and fire alarm work will be completed by Owner under a separate contract.

All work shall be under the direction of the City of Mobile, Facility Maintenance, Mechanical Systems Department. All maintenance and repair service shall be scheduled by the Director of Facility Maintenance or his designated representative.

Upon receiving a request for maintenance and repair service, Service Contractor shall dispatch a SCOPE OF WORK

PAGE 1 OF 3

single HVAC Technician to inspect/diagnose the problem and provide an estimate of number of hours of labor, number of HVAC technicians or other staff required if more than one, and cost of parts or equipment required to complete the Work. No work shall begin and no parts or equipment shall be ordered prior to approval, in writing, by the Facility Maintenance Department. Service Contractor shall notify the Facility Maintenance Department immediately of any obstacles encountered that may be preventing Service Contractor from completing assigned projects. All work shall be inspected and approved by a representative of the Facility Maintenance Department prior to final payment.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement.

#### Time of Performance:

Normal working hours are considered to be Monday through Friday 8:00 a.m. to 5:00 p.m. Response times for the contractor to respond to a given request by the City are as follows:

Scheduled maintenance and repair service: within <u>twenty-four (24) hours</u>

Emergency repair service:

Monday through Friday between 8:00 am and 5:00 pm - within one (1) hour Monday through Friday after 5:00 pm and on weekends - within two (2) hours.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facility Maintenance Department.

Upon arrival at a facility, the Service Contract Technician(s) shall check in with the facility staff to make them aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facility Maintenance Department representative.

All work shall be done in accordance with all State and Local Codes and all Federal Regulations.

Payments will be made monthly for completed services upon approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facility Maintenance Department.

For purposes of billing, invoiced time shall include the number of hours Service Contract Technician(s) was actively engaged in repair or maintenance work for the specified facility, including

> SCOPE OF WORK PAGE 2 OF 3

CITY OF MOBILE SC-050-22

reasonable travel time.

Each service must be invoiced separately.

Service Contractor must employ, at minimum fifteen (15) HVAC Technicians who possess a minimum of one year journeyman level experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

#### Miscellaneous Provisions:

Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

DC/NIH Covid-19 Guidelines are in effect. The 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.

END OF SECTION

SCOPE OF WORK PAGE 3 OF 3

#### **BID FORM**

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in <u>all</u> blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO:

CITY OF MOBILE

FACILITY MAINTENANCE DEPARTMENT

850 OWENS STREET MOBILE, ALABAMA 36604

PROJECT NAME:

SERVICE CONTRACT – HVAC MAINTENANCE AND

REPAIR CONTRACT FOR CITY-OWNED BUILDINGS

PROJECT LOCATION:

VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO .:

SC-050-22

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facility Maintenance Department and dated April 25, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facility Maintenance Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME:	Goram Air Conditioning Company, Inc.
ADDRESS: 12	252 Houston Street, Mobile, AL., 36606 PHONE 251-476-5003
CITY OF MO	BILE BUSINESS LICENSE NUMBER:195350
	OF STATE OF ALABAMA ACCOUNT NUMBER:
(Check one)	[ ] (A Corporation) [ ] (A Partnership) [ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed. The

BID FORM PAGE 1 OF 4 Contract shall be based on time and material cost with the Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

1. BASE BID - MAINTENANCE & REPAIR SERVICES - shall be based on the following Labor Rates:

HVAC Technician:
Hourly Labor Rate
(between 8am and 5 pm)
Overtime Labor Rate
(after 5pm and on weekends)

\$ 80.00 /hour

\$ 80.00 /hour

2. SCHEDULE OF VALUES - for furnishing equipment, parts or other materials:

Parts/Material - Direct Cost plus 15 %

3. BID INCLUDES:

Addendum Number 0 , Dated 0
Addendum Number 0 , Dated 0
Addendum Number 0 , Dated 0

- 4. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.
- 5. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.
- **6. REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

BID FORM PAGE 2 OF 4

<sup>\*</sup> Per hour labor rates shall include total labor including all overhead and profit, all travel costs, and all costs for tools, equipment, supplies, minor materials, and other incidentals necessary for complete service.

<sup>\*</sup> Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

A. Reference #1:  Company Name: City of Mobile
Company Address: Mobile, Alabama
Telephone: 251-208-1576 Email: james.arthur@cityofmobile.org
Type of Work: HVAC/Piping/Millwright
Date(s): 2016 thru present
B. Reference #2: Company Name: Baldwin County Schools
Company Address: Hand Ave, Bay Minette, Alabama
Telephone: 251-752-4619 Email: rsanks@bcbe.org
Type of Work: HVAC/Piping/Millwright
Date(s): 1980 thru present
C. Reference #3: Company Name: INEOS/Phenol
Company Address: Rangeline Road, Mobile, Alabama
Telephone: 251-443-3099 Email: Ben.Perkins@ineos.com
Type of Work: HVAC/Piping/Millwright
Date(s): 1978 thru present

BID FORM PAGE 3 OF 4 **COMPANY NAME:** 

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

Goram Air Conditioning Company, Inc.
BY: (Typed)
(Signature of Company Officer)
COMPANY OFFICER: Darren W. Deas (Typed)
TITLE Vice President (Typed)
DATE May 25th , 20 22
Sworn to and subscribed before me this 25th day of 20 22  Laulett Groggius exp. 4-14-25
Notary Bubble

**END OF SECTION** 

BID FORM PAGE 4 OF 4



## Alabama Secretary of State



Goram	Air Conditioning Company, Inc.			
Entity ID Number	000 - 036 - 895			
Entity Type	Domestic Corporation			
Principal Address	MOBILE, AL			
Principal Mailing Address	Not Provided			
Status	Exists			
Place of Formation	Mobile County			
Formation Date	02/28/1975			
Registered Agent Name	GORAM, JOYCE L.			
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606			
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606			
Nature of Business	, <del>ese</del>			
Capital Authorized	\$10,000 \$10,000			
Capital Paid In				
	Incorporators			
Incorporator Name	GORAM, ROBERT L			
Incorporator Street Address	Not Provided			
Incorporator Mailing Address	Not Provided			
Incorporator Name	GORAM, WILLIAM J			
Incorporator Street Address	Not Provided			
Incorporator Mailing Address	Not Provided			
Incorporator Name	GORAM, JOYCE L			
Incorporator Street Address	Not Provided			
Incorporator Mailing Address	Not Provided			
Incorporator Name	GORAM, HELEN G			
Incorporator Street Address	Not Provided			
Incorporator Mailing Address	Not Provided			

#### **Annual Reports**

Annual Report information is filed and maintained by the Alabama Department of Revenue.

If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="www.revenue.alabama.gov">www.revenue.alabama.gov</a>. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Go	ram Air Conditioning Company, Inc.				
Report Year	1988     1989     1990     1991     1992     1993     1994     1995     1996     1997     1998       1999     2000     2001     2002     2003     2004     2005     2006     2007     2008       2009     2010     2011     2012     2013     2014     2015     2016     2017     2018     2019       2020     2021				
Transactions					
Transaction Date	05/28/2002				
Registered Agent Changed From	* Added				
Transaction Date	09/02/2021				
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606				
	Scanned Documents				
	Parause (Roungent Copies				
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.				
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.				

New Search



#### Company ID Number: 122561

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Information relating to your Comp	рапу:	
Total Control	· · · · · · · · · · · · · · · · · · ·	
Company Name:	GORAM AIR	CONDITIONING CO., INC.
Company Facility Address:	1252 HOUSTO	N STREET.
Company Taking Title	MOBILE, AL	
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# F050	-	<u> </u>
County or Parish:	MOBILE	
		4
Employer Identification Number:	630680238	
Employer Identification (value):	030000230	<del>*************************************</del>
North American Industry Classification Systems Code:	238	· · · · · · · · · · · · · · · · · · ·
Parent Company:	3.8	[4] [4] [4] [4] [4] [4] [4] [4] [4] [4]
ratent Company.	<del></del>	
		Number of Sites Verified for:
Number of Employees:	20 to 99	Number of Sites Venneo for:
	• •	
to the substitute	atao te'ana alaba	e provide the number of sites verified for in each State.
Are you verifying for more than 1	site? If yes, picas	e provide the number of sites vertices for in stem outer
	1	
<ul> <li>ALABAMA</li> </ul>		1 site(s)
	18	
	×	
Information relating to the Program	Administrator(s)	for your Company on policy questions or operational problems:
Name: PAULA	G WILLIAMS	
Telephone Number: (251) 476	-5003 AMS@GORAM	Fax Number: (251) 476 - 7471
		S. 1881

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*	Company ID Number: 122561		
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_ (See	Name (Please type or print)		Title
385	Electronically Signed	100	05/27/2008 Date
9	Signature	· ·	·Date
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Company ID Number: 122561

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verlfy, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer GORAM AIR CONDITIONING CO., INC.

PAULA G WILLIAMS			
Name (Please type or print)	Title	94	
Electronically Signed	05/27/2008		
Signature	Date		

Department of Homeland Security - Verification Division

**GORAI** 

ACORD...

## CERTIFICATE OF LIABILITY INSURANCE

Client#: 14414

DATE (MM/DD/YYYY) 5/31/2022

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

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

PRODUCER		CONTACT Charlene C. Stout				
Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616		PHONE (A/C, No, Ext): 251 473-4600	51-450-0032			
		E-MAIL ADDRESS: ccstout@lyonfrycadden.com				
		INSURER(S) AFFORDIN	NAIC#			
		INSURER A : Middlesex Insurance Compa	23434			
INSURED		INSURER B : AL Self Insured WC Fund	NA			
	onditioning Company, Inc.	INSURER C : Midwest Employers Cas. Co.	23612			
		INSURER D :				
	36606	INSURER E :				
		INSURER F:				
COVEDACES	CERTIFICATE NUMBER:	REVIS	ION NUMBER:			

COVERAGES **CERTIFICATE 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.

ISR TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	3
A	X COMMERCIAL GENERAL LIABILITY	Х	Х	A0160905003	01/01/2022	01/01/2023	EACH OCCURRENCE	\$1,000,000
`	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
ŀ	X Contractual						MED EXP (Any one person)	\$5,000
ŀ	- Contractadi		x				PERSONAL & ADV INJURY	\$1,000,000
ŀ	GEN'L AGGREGATE LIMIT APPLIES PER:		-				GENERAL AGGREGATE	\$3,000,000
1	PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000
ŀ	POLICY   JECT   LOC OTHER:							\$
A	AUTOMOBILE LIABILITY	Х	Х	A0160905001	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
`	X ANY AUTO						BODILY INJURY (Per person)	\$
1	OWNED SCHEDULED						BODILY INJURY (Per accident)	\$
ł	X HIRED X AUTOS ONLY X AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
ł	AUTOS ONLY AUTOS ONLY							\$
A	X UMBRELLA LIAB X OCCUR	Х	Х	A0160905004	01/01/2022	01/01/2023	EACH OCCURRENCE	\$5,000,000
`	EXCESS LIAB CLAIMS-MADE			7.010000000			AGGREGATE	\$5,000,000
İ								\$
В	WORKERS COMPENSATION		Х	1000531	01/01/2022	01/01/2023	X PER OTH-	
- 1	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSAL129001			E.L. EACH ACCIDENT	\$1,000,000
١			\ \ \	T DALIZOUT			E.L. DISEASE - EA EMPLOYEE	s1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) JOB: Service Contract-HVAC Maintenance and Repair, Various City of Mobile Facilities, #SC-050-22. General Liability, Automobile Liability & Umbrella Liability: Include the City of Mobile as additional insured on a primary and non-contributory basis as required by written contract. General Liability, Automobile Liability,

Umbrella Liability & Workers Compensation: Includes waiver of subrogation. 30 day notice of cancellation applies.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P. O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
WODIIE, AL 30033-1027	AUTHORIZED REPRESENTATIVE
ĵ.	Gaylord C. Lyon, gr.
	© 1988-2015 ACORD CORPORATION. All rights reserved.

Effective Date: 01/01/2022

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

Expiration Date: 01/01/2023

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 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT IN EFFECT PRIOR TO ANY LOSS DAMAGE	LOCATION AND/OR PROJECT AS DIRECTED IN WRITTEN CONTRACT OR WRITTEN AGREEMENT
	i.i.
Information required to complete this Schedule, if not sh	lown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. Policy No.: A0160905003

Effective Date: 01/01/2022 Expiration Date: 01/01/2023

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

#### Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Goram Air Conditioning Company, Inc.

**Endorsement Effective Date: 01/01/2022** 

### SCHEDULE

### Name Of Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy No.: A0160905001

Effect. Date: 01/01/2022 Expir. Date: 01/01/2023

POLICY NUMBER:

COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Goram Air Conditioning Company, Inc.

**Endorsement Effective Date:** 01/01/2022

#### **SCHEDULE**

### Name(s) Of Person(s) Or Organization(s):

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM AUTO DEALERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:	
Endorsement Effective Date:	

### **SCHEDULE**

### Name Of Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

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

- A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:
  - Paragraph A.1. of Section II Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms; or
  - (2) Paragraph D.2. of Section I Covered Autos Coverages of the Auto Dealers Coverage Form.

### **B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

### **GENERAL CONDITIONS**

April 18, 2022

### 1. GENERAL REQUIREMENTS:

- A. The Contract Documents: The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- **B.** The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- **D.** The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### 2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to

GENERAL CONDITIONS PAGE 1 OF 9 throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facility Maintenance Department, Service Contract Administrator.

### 3. THE SERVICE CONTRACTOR:

- A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- **B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- **D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I. The Service Contractor shall perform the Work in accordance with the specified

GENERAL CONDITIONS PAGE 2 OF 9 schedules as listed in the Contract Documents.

- J. The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.
- To the fullest extent permitted by law the Service Contractor shall indemnify L. and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### 4. CHANGES IN THE WORK:

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- **B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

### 5. SCHEDULE:

A. STARTING WORK: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

GENERAL CONDITIONS PAGE 3 OF 9 **B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### 6. PAYMENTS:

- A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- **C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
  - 1) Payments shall be made upon completion of the specified work.
  - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
  - 3) Payments shall be made in accordance with the accepted Unit Prices as listed in the Contract Documents

#### 7. SAFETY:

- A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - 1) employees on the Work and other persons who may be affected thereby;
  - 2) the Work and materials and equipment to be incorporated therein;
  - 3) other property at the site or adjacent thereto.
- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be

GENERAL CONDITIONS PAGE 4 OF 9 given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

### 8. INSURANCE:

- A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
  - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
  - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
  - 4) Claims for damages insured by usual personal injury liability coverage;
  - 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
  - 7) Claims for bodily injury or property damage arising out of completed operations; and
  - 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

GENERAL CONDITIONS PAGE 5 OF 9

- **B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.
  - 1) Worker's Compensation and Employer's Liability: Statutory - amount and coverage as required by law of place in which the work is performed.
  - 2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	\$1,000,000 each person
, , , ,	\$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single
, , , ,	limit and Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.
- 3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

GENERAL CONDITIONS
PAGE 6 OF 9

a) Bodily Injury \$1,000,000 each person \$1,000,000 each occurrence b) Property Damage \$1,000,000 each occurrence c) Or Bodily Injury and \$1,000,000 combined single limit Property Damage

- 4) Excess/Umbrella Liability:
- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

### 9. MISCELLANEOUS PROVISIONS:

- A. The Contract shall be governed by the law of the State of Alabama.
- B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall

GENERAL CONDITIONS PAGE 7 OF 9

- nevertheless remain legally responsible for all obligations under the Contract.
- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- **D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- **G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- **K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

### 10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or

GENERAL CONDITIONS PAGE 8 OF 9

- 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
- 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

### 11. CLAIMS AND DISPUTES

- A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- **D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

### **END OF SECTION**

GENERAL CONDITIONS PAGE 9 OF 9



### AGENDA ITEM SUMMARY SHEET

**Agenda of:**6/14/2022

### **Submitted by:**

Cassie Boatwright, Real Estate Asset Management Dept

### **Sponsored by:**

Mayor Stimpson

### **Purpose and Scope of Project:**

To provide improvements at Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course and Hope Community Center

### **Amount of Contract:**

\$343,361.28 combined

### **Funding Source**

Project # Taylor Park, Baumhauer-Randle Park,

Azalea City Golf Course and Hope Community **Discretionary Funds** 

Center – 4 Improvemen

Project String 20002000-42200 (6 different Capital

Contract Summary Sheets attached)

**Contract Number:** 

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

**Grant Funds Matching Funds** 

### **ATTACHMENTS:**

Description Type Upload Date

4 Improvement Projects -Taylor Park/Baumhauer-Randle Park/Azalea City

Cover Memo 6/8/2022

Golf Course/Hope Community Center

### **REVIEWERS:**

Department Reviewer Action Date

Architectural Boatwright, Cassie 6/9/2022 - 10:46

Approved Engineering AM

6/9/2022 - 1:49 Rhodes, Brenda Capital Approved

Legal	Kern, Chris	Approved	PM 6/9/2022 - 2:12 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 2:14 PM

### RESOLUTION

2022

Sponsored by: Mayor William S. Stimpson

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

Na	me	of	Com	pany:

GOODWYN MILLS CAWOOD LLC

Project Name & Number:

Project One – PR-091-21

Taylor Park (\$195,290.53) D3

Community Center, Pool, Pool House and Site

**Improvements** 

Project Two - PR-092-21

Baumhauer-Randle Park (\$68,937.50) D3

New Splash Pad and New Concession/Restroom

Building

Project Three - PR-029-21

Azalea City Golf Course (\$60,839.50) D7

Range Building, Clubhouse Restroom Improvements

and Equipment Building

Project Four – PR-090-21

Hope Community Center (\$18,293.75) D2

**Improvements** 

Amount
--------

\$343,361.28 COMBINED

Adopted:		
	City Clerk	

### **CAPITAL CONTRACT SUMMARY SHEET**

(2 COPIES REQUIRED)

PROJECT NAME: <u>CIP P</u>	<b>ARKS-TAYLOR PA</b>	RK POOL AND GYM	
CAPITAL PROJECT #:C	)538 (20002000-	42200) DATE OF	RECEIPT:
ARCHITECTURAL ENGIN	EERING PROJECT #	#:PR-091-21	
CONTRACT AMOUNT: _	\$195,290.53		
PROJECT DESCRIPTION:	TO PROVIDE D	ESIGN & OBSERVAT	TION
<b>CONSTRUCTION OF IMP</b>			
<b>POOL, POOL HOUSE ANI</b>			
<b>TAYLOR PARK (1050 BAI</b>	<u>LTIMORE STREET).</u>		
VENDOR NAME:G	OODWYN MILLS O	AWOOD LLC	
VENDOR NUMBER:	276184		
DEPT #:3032	DEPT NAME:	ARCHITECTURAL I	NGINEERING
CONTRACT ADMINISTRA	ATOR: <u>CASSIE B</u>	OATWRIGHT (Directo	or of REAM)
Please Select by circling	one (Type):		
Architectural	Engineering	Testing	<b>Professional Services</b>
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	
RETAINAGE INFORMATI	ON:		
SHOULD RETAINAGE BE	WITHHELD? Y_	_ <b>N</b> _ <b>X</b> ; 5% of	the 1 <sup>st</sup> 50% or
If different, indicate spe			
*Unit Price Contracts ar	e estimates per F.	Kessler - do not red	quire Change Orders
**General Construction	requires Change	Order for 10% over	nges.
Prepared by: <u>Katie</u>	PASSIL - Secret	arviii Date:	5/27/2022
richaica by	- Secret	<u> </u>	-,,
Finance Department	Revised 3/30/2022 Ti	ffany Hollins	2500-FN-002, March 2019

### **CAPITAL CONTRACT SUMMARY SHEET**

(2 COPIES REQUIRED)

Finance Department

PROJECT NAME: <u>CIP B</u>	AUM-RANDL-RES	TR & SPLAS	НР
CAPITAL PROJECT #: _ CO	0713 (20002000-4	42200) D	ATE OF RECEIPT:
ARCHITECTURAL ENGIN	EERING PROJECT #	t: <u>PR-09</u>	2-21
CONTRACT AMOUNT: _	\$68.937.50		
PROJECT DESCRIPTION:	TO PROVIDE D	ESIGN & CC	NSTRUCTION
			OOL TO A SPLASH PAD & A
			UMHAUER-RANDLE PARK
(1909 DUVAL STREET).	<b>—</b>		
VENDOR NAME:G	OODWYN MILLS C	AWOOD LL	C
VENDOR NUMBER:	276184		
DEPT #:3032	DEPT NAME:	ARCHITEC	TURAL ENGINEERING
CONTRACT ADMINISTRA	ATOR: <u>CASSIE BO</u>	DATWRIGH <sup>*</sup>	(Director of REAM)
Please Select by circling			
Architectural	Engineering	Testing	<b>Professional Services</b>
Construction (Unit Price)*	Construction**	ROW (Acqu	isitions)
Performance-Contributed	Contractual	Non-Contra	actual
RETAINAGE INFORMATI	ON:		
SHOULD RETAINAGE BE	WITHHELD? Y	_ N <u>_ X</u> _;	5% of the 1 <sup>st</sup> 50% or
If different, indicate spec			
*Unit Price Contracts ar	e estimates per F.	Kessler - do	o not require Change Orders
**General Construction			
2			
Prepared by: <u>Xatie</u>	Secreta	ary III	Date: <u>5/27/2022</u>

Revised 3/30/2022 Tiffany Hollins

2500-FN-002, March 2019

### **CAPITAL CONTRACT SUMMARY SHEET**

(2 COPIES REQUIRED)

PROJECT NAME: <u>AZAL</u>	EA CITY GOLF COU	RSE CLUBHOUSE	
CAPITAL PROJECT #:CC	)492 (20002000-4 <u>2</u>	2200) DATE OF	RECEIPT:
ARCHITECTURAL ENGINE	EERING PROJECT #:	PR-029-21	
CONTRACT AMOUNT: _	\$18,339.35		
PROJECT DESCRIPTION:	TO PROVIDE DE	SIGN & CONSTRU	CTION
OBSERVATION TO THE C			
COURSE (1000 GAILLARI	DRIVE).		
VENDOR NAME:G	DODWYN MILLS CA	WOOD LLC	
VENDOR NUMBER:	276184		
DEPT #:3032	DEPT NAME:	ARCHITECTURAL I	NGINEERING
CONTRACT ADMINISTRA	ATOR: <u>CASSIE BO</u>	ATWRIGHT (Directo	or of REAM)
Please Select by circling			
Architectural			<b>Professional Services</b>
Construction (Unit Price)*	Construction**		
Performance-Contributed	Contractual	Non-Contractual	
RETAINAGE INFORMATI	ON:		
SHOULD RETAINAGE BE	WITHHELD? Y	<b>N</b> <u>X</u> ; 5% of	the 1 <sup>st</sup> 50% or
If different, indicate spec	cial rate		
*Unit Price Contracts are estimates per F. Kessler - do not require Change Orders **General Construction requires Change Order for 10% overages.			
Prepared by: <u><b>Katie</b></u>	Cassil - Secretar	y III Date:	5/27/2022

### **CAPITAL CONTRACT SUMMARY SHEET**

(2 COPIES REQUIRED)

PROJECT NAME: <u>AZAL</u>	EA CITY GOLF COU	RSE-DRIVING RAN	
CAPITAL PROJECT #:CO	)569 (20002000-4	2200) DATE OF	RECEIPT:
ARCHITECTURAL ENGINE	EERING PROJECT #:	PR-029-21	
CONTRACT AMOUNT: _	\$22,464.37	<b>-</b> .	
PROJECT DESCRIPTION:			
OBSERVATION OF A NEW (1000 GAILLARD DRIVE).			TITY GOLF COURSE
VENDOR NAME:GO	DODWYN MILLS CA	WOOD LLC	
VENDOR NUMBER:	276184		
DEPT #: <u>3032</u>	DEPT NAME:	ARCHITECTURAL I	ENGINEERING
CONTRACT ADMINISTRA	ATOR: <u>CASSIE BO</u>	ATWRIGHT (Directo	or of REAM)
Please Select by circling			
Architectural			<b>Professional Services</b>
Construction (Unit Price)*			
Performance-Contributed	Contractual	Non-Contractual	
RETAINAGE INFORMATI	ON:		
SHOULD RETAINAGE BE	WITHHELD? Y	N <u>X</u> ; 5% of	the 1 <sup>st</sup> 50% or
If different, indicate spec			i i i i i i i i i i i i i i i i i i i
*Unit Price Contracts are **General Construction			
Prepared by: <u>Katie</u>	Cassil - Secretar	y III Date:	5/27/2022

### **CAPITAL CONTRACT SUMMARY SHEET**

(2 COPIES REQUIRED)

PROJECT NAME: <u>AZAL</u>	EA CITY GOLF COU	RSE-EQUIP COVER	
CAPITAL PROJECT #:CO	570 (20002000-42	2200) DATE OF	RECEIPT:
ARCHITECTURAL ENGINE	ERING PROJECT #:	PR-029-21	
CONTRACT AMOUNT: _	\$20,035.78		
PROJECT DESCRIPTION:	TO PROVIDE DE	SIGN & CONSTRU	CTION
OBSERVATION OF A NEV			
COURSE (1000 GAILLARD			
VENDOR NAME:GC			
VENDOR NUMBER:	276184		
DEPT #:3032		ARCHITECTURAL I	NGINEERING
CONTRACT ADMINISTRA	ATOR: CASSIE BO	ATWRIGHT (Directo	or of REAM)
Please Select by circling	one (Type):		
Architectural	Engineering	Testing	<b>Professional Services</b>
Construction (Unit Price)*			
Performance-Contributed			
RETAINAGE INFORMATION	ON:		
SHOULD RETAINAGE BE	WITHHELD? Y	<b>N</b> <u>X</u> ; 5% of	the 1 <sup>st</sup> 50% or
If different, indicate spec	cial rate		
*Unit Price Contracts are estimates per F. Kessler - do not require Change Orders **General Construction requires Change Order for 10% overages.			
Prepared by: <u>Katie</u>	Cassil - Secretary	Date:	5/27/2022

### **CAPITAL CONTRACT SUMMARY SHEET**

(2 COPIES REQUIRED)

PROJECT NAME: <u>CIP P</u>	ARKS-HOPE COM	M CENTER IMPRO	
CAPITAL PROJECT #:CC	308 (20002000-4	2200) DATE OF	RECEIPT:
ARCHITECTURAL ENGINE	EERING PROJECT #	: <u>PR-090-21</u>	
CONTRACT AMOUNT: _	\$18,293.75		
PROJECT DESCRIPTION:	TO PROVIDE DI	ESIGN & CONSTRU	CTON
OBSERVATION OF THE I			
(850 EDWARDS STREET).			
VENDOR NAME:G	DODWYN MILLS CA	AWOOD LLC	
VENDOR NUMBER:	276184		
DEPT #:3032	DEPT NAME:	ARCHITECTURAL I	ENGINEERING
CONTRACT ADMINISTRA	ATOR: <u>CASSIE BC</u>	OATWRIGHT (Directo	or of REAM)
Please Select by circling			
Architectural	Engineering	Testing	<b>Professional Services</b>
Construction (Unit Price)*			
Performance-Contributed	Contractual	Non-Contractual	
RETAINAGE INFORMATI	ON:		
SHOULD RETAINAGE BE	WITHHELD? Y	_ <b>N</b> X; 5% of	the 1 <sup>st</sup> 50% or
If different, indicate spec	cial rate		
*Unit Price Contracts ar	e estimates per F.	Kessler - do not red	quire Change Orders
**General Construction			
Prepared by: <u>Katie</u>	Cassil - Secreta	ry III Date:	5/27/2022



### Standard Form of Agreement Between Owner and Architect

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

in the year 2022

**BETWEEN** the Architect's client identified as the Owner: (Name, legal status, address and other information)

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

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

Goodwyn Mills Cawood, Inc. 11 North Water Street, Suite 15250 Mobile, Alabama 36602

City of Mobile Business License No.: 112553 Secretary of State Registration No.: 000-104-406

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

Taylor Park - Community Center, Pool, Pool House and Site Improvements 1050 Baltimore Street
Mobile, Alabama 36605

PR-091-21

For the design and observation construction of improvements to the existing community center, pool, pool house and site improvements to the athletic fields.

and

Baumhauer-Randle Park – New Splashpad and New Concession/Restroom Building 1909 Duval Street

Mobile, Alabama 36606

PR-092-21

For the design and construction observation of the conversion of a wading pool to a splashpad and a new concession and restroom building.

and

Azalea City Golf Course - Range Building, Clubhouse Restroom Improvements and Equipment Building

1000 Gaillard Drive

Mobile, Alabama 36608

PR-029-21

For the design and construction observation of a new range building, renovation to the clubhouse restroom and new equipment building.

and

Hope Community Center – Improvements 850 Edwards Street Mobile, Alabama 36610

PR-090-21

#### **ADDITIONS AND DELETIONS:**

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

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

Init.

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(1768454512)

For the design and construction observation of the improvements to the community center.

The Owner and Architect agree as follows.

#### TABLE OF ARTICLES

- INITIAL INFORMATION
- **ARCHITECT'S RESPONSIBILITIES**
- SCOPE OF ARCHITECT'S BASIC SERVICES
- SUPPLEMENTAL AND ADDITIONAL SERVICES
- **OWNER'S RESPONSIBILITIES**
- **COST OF THE WORK**
- **COPYRIGHTS AND LICENSES** 7
- **CLAIMS AND DISPUTES** 8
- **TERMINATION OR SUSPENSION**
- **MISCELLANEOUS PROVISIONS** 10
- COMPENSATION 11
- **SPECIAL TERMS AND CONDITIONS** 12
- SCOPE OF THE AGREEMENT 13

#### INITIAL INFORMATION ARTICLE 1

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Taylor Park - Community Center, Pool, Pool House and Site Improvements, Baumhauer-Randle Park - New Splashpad and New Concession/Restroom Building, Azalea City Golf Course - Range Building, Clubhouse Restroom Improvements and Equipment Building, and Hope Community Center -Improvements and in Exhibit 1, Insurance Requirements.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated April 7, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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(1768454512)

User Notes:

For new construction and renovations designs to Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course, and Hope Community Center as outlined in the Consultant's fee proposal.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Taylor Park is One Million, Nine Hundred Fifty-Eight Thousand Three Hundred and 00/100 Dollars (\$1,958,300.00. The estimated of construction at Baumhauer-Randle Park is Seven Hundred Thirty Thousand and 00/100 Dollars (\$730,000.00). The estimated cost of construction at Azalea City Golf Course is Six Hundred Thirty-Nine Thousand Hundred and 00/100 Dollars (\$639,000.00). The estimated cost of construction at Hope Community Center is One Hundred Sixty One Thousand Five Hundred and 00/100 Dollars (\$161,500.00)

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
  - .1 Design phase milestone dates, if any:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within three hundred sixty five (365) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

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§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM\_2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Director of Real Estate Asset Management City of Mobile P. O. Box 1827 Mobile, Alabama 36633-1827

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§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A: (List name, legal status, address, and other contact information.)

.1 Surveyor:

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

.2

(Paragraphs deleted)

Other, if any:

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

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

Jim Walker, AIA, Sr. Vice President Goodwyn Mills Cawood, Inc. 11 North Water Street, Suite 15250 Mobile, Alabama 36602 Email: jim.walker@gmcnetwork.com (251) 460-4006

- § 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:
- § 1.1.11.1 Consultants retained under Basic Services:
  - .1 Structural Engineer:

MBA Engineers, Inc. 300 20th Street North #100 Birmingham, Alabama 35203 (205) 323-6385

.2 Mechanical, Electrical, and Plumbing Engineer:

OLG Engineering, Inc 2605 Elm Hill Pike - Suite C Nashville, Tennessee 35203 (615) 678-6022

.3 Civil Engineering:

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(1768454512)

Driven Engineering, Inc. 8005 Morris Hill Road Semmes, Alabama 36575 (251) 649-4011

Special Consultant:

Pool Design Consultants 7122 Sunset Crater Place Lancaster, South Carolina 29720 (704) 995-9270

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:
  - Workers' Compensation/Employer's Liability:

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

### .2 Comprehensive General Liability Insurance:

- .1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
- .2 Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- 3. General Aggregate Limit shall apply on a "Per Project" Basis.

### 3. Automobile Liability Insurance:

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

### 4. Excess/Umbrella Liability Insurance

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

### 5. Professional Liability Insurance:

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

#### 6. Endorsements:

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

- .1 Additional Insured: All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
- .2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- .3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- .4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

- .5 Certificates of Insurance: General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.
- § 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

### (Paragraphs deleted)

#### SCOPE OF ARCHITECT'S BASIC SERVICES ARTICLE 3

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
  - procuring the reproduction of Bidding Documents.
  - using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.
  - organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's .3 Consultants shall participate;
  - preparing responses to questions from prospective bidders and providing clarifications and .4 interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
  - participating in the opening of the bids, and subsequently review bids received, make award .5 recommendations and document and distribute the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

### § 3.6 Construction Phase Services

§ 3.6.1 General

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- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

### § 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

- § 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate
- § 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

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- § 3.6.6.1 The Architect shall:
  - conduct inspections to determine the date or dates of Substantial Completion and the date of final completion:
  - issue Certificates of Substantial Completion; .2
  - receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
  - issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1	Programming	N/A
§ 4.1.1.2	Multiple preliminary designs	N/A
§ 4.1.1.3	Measured drawings	N/A
§ 4.1.1.4	Existing facilities surveys	N/A
§ 4.1.1.5	Site evaluation and planning	N/A
§ 4.1.1.6	Building Information Model management responsibilities	N/A
§ 4.1.1.7	Development of Building Information Models for post construction use	N/A
§ 4.1.1.8		Architect
§ 4.1.1.9		N/A
	Architectural interior design	N/A
-	Value analysis	N/A
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	N/A
E 41113	On-site project representation	N/A
	Conformed documents for construction	N/A
	As-designed record drawings	N/A
	As-designed record drawings  As-constructed record drawings	N/A
-X		N/A
<u>*</u>	Post-occupancy evaluation	N/A
9 4.1.1.18	Facility support services	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	. N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

### § 4.1.2 Description of Supplemental Services

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

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

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM\_2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

### § 4.2 Architect's Additional Services

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

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
  - Services necessitated by a change in the Initial Information, previous instructions or approvals given by .1 the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
  - Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or .2 editing previously prepared Instruments of Service;

- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- 6 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:
  - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
  - Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
  - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
  - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
  - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
  - .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
  - .2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work
  - .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - 4 Three (3) inspections for any portion of the Work to determine final completion.
  - .5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM-2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

User Notes:

- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

### ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
  - .1 give written approval of an increase in the budget for the Cost of the Work;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  - .3 terminate in accordance with Section 9.5;
  - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
  - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

Init.

### ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

### ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by Consultant any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Consultant or the Consultant's agent, consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:

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

§ 8.1.7 Force Majeure:

Init.

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

### TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

Init.

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

### ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the State of Alabama.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

### **COMPENSATION**

Init.

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

### Stipulated Sum .1 (Insert amount)

For Taylor Park: A. Basic Services Stipulated Sum: B. Pool Consultant Assessment Reimbursable Expenses: C. Pool Consultant Design Services Reimbursable Expenses: D. Permitting ADEM, NDPES Reimbursable Expenses: E. Printing Reimbursable Expenses: F. Total Compensation: (not to exceed)	\$152,345.53 \$ 17,300.00 \$ 22,000.00 \$ 3,520.00 \$ 125.00 \$195,290.53
For Baumhauer-Randle Park: A Basic Services Stipulated Sum B. Printing Reimbursable Expenses: C. Total Compensation: (not to exceed)	\$ 68,812.50 \$ 125.00 \$ 68,937.50
For Azalea City Golf Course: A Basic Services Stipulated Sum B. Printing Reimbursable Expenses: C. Total Compensation: (not to exceed)	\$ 60,714.50 \$ 125.00 \$ 60,839.50
For Hope Community Center: A Basic Services Stipulated Sum B. Printing Reimbursable Expenses: C. Total Compensation: (not to exceed)	\$ 18,168.75 \$ 125.00 \$ 18,293.75
A. Total Contract Amount: (not to exceed)	\$343,361.28

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other (Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase Design Development Phase Construction Documents Phase Procurement Phase Construction Phase	twelve and a half fifteen fifty two and a half twenty	percent ( 12.5 %) percent ( 15 %) percent ( 50 %) percent ( 2.5 %) percent ( 20 %)
Total Basic Compensation	one hundred	percent ( 100 %)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

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### **Employee or Category**

### Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

### SPECIAL TERMS AND CONDITIONS ARTICLE 12

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

- .1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.
- .2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.
- .3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

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.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

### SCOPE OF THE AGREEMENT ARTICLE 13

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

- § 13.2 This Agreement is comprised of the following documents identified below:
  - AIA Document B101TM\_2017, Standard Form Agreement Between Owner and Architect
    - a. Proposal for Architectural Services, Exhibit A
    - b. Insurance Requirements, Exhibit 1
    - c. Architect's E-Verify Documentation
    - d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, &
  - AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, dated as .2 indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 **Exhibits:** 

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204TM-2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

N/A

Other Exhibits incorporated into this Agreement: [ ] (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

Other documents:

(List other documents, if any, forming part of the Agreement.)

### NON DISCRIMINATION ARTICLE 14

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

### **IMMIGRATION LAW ARTICLE 15**

Init.

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

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### ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

### ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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Init.

This Agreement entered into as of the day and year first written above. Legal Name of Party to Contract-Consultant City of Mobile Goodwyn Mills Cawood, Inc. **OWNER** (Signature) Jim Walker, AIA, Sr. Vice-President William S. Stimpson, Mayor (Printed name, title, and license number, if required) (Printed name and title) ATTEST: City Clerk STATE OF ALABAMA COUNTY OF MOBILE Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jim Walver as Vice- Vesident of Andway Mill Colord log and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Sworn to and subscribed for me this Man of Man **DORIS HOWARD** My Commission Expires My Commission Expires: January 11, 2025

Init.



### Goodwyn Mills Cawood

11 North Water Street Suite 15250 Mobile, AL 36602

T (251) 460-4006 F (251) 460-4423

www.gmcnetwork.com

April 7, 2022

Shannon McIntyre Project Manager City of Mobile 205 Government Street Mobile, AL 36602

### RE: 4 Park Improvements Mobile, Alabama

### Dear Shannon:

Goodwyn Mills and Cawood (GMC) sincerely appreciate the opportunity to present this proposal to provide Architectural/Engineering Design Services for Improvements to 4 parks in Mobile Alabama, including; Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course, and Hope Community Center. We have reviewed the scope of work anticipated for this project and included pertinent work herein.

### PROJECT SCOPE AND OPINION OF COST:

### **Taylor Park-**)

### Pool - Phase I - Alternate #1

-General Notes

- Resurface Whole Pool
- Fix Drains.
- Pool Cover System
- 2 Large Tree Stump Removal

### Opinion of Cost

Clean Pool & Remove Plaster	\$15,000
Resurface Entire Pool	\$75,000
New Chlorine Feeder	\$2,000
PH Adjustment System	\$2,500
Add Auto Feed Chemical controller	\$15,000
Filter/s	\$35,000
Piping, valves	\$15,000
Pumps	\$10,000
Mesh Pool Cover	\$10,000
Electrical	\$12,500
Total Opinion of cost	\$192,000

### Pump House - Phase II

-General Notes

- Remedy Flooding at Pump House
- Fresh Paint at Pump House.
- New Retaining Wall.
- Survey (included in professional fees)

### **Opinion of Cost**

Install French Drain	\$15,000
Paint	\$12,000
Retaining Wall	\$15,000



### Community Center - Phase I

### -General Notes

- Exterior Light Upgrade including pathway and parking lot lights. Gymnasium light replacement is in a separate project.
- Interior and Exterior Door, Frame, and Hardware Replacement

### -Exterior

- Structural inspection/repairs
- Back Right Cover is Falling in and Needs Repaired.
- Repaint Front the Existing White Wood at the Brick Entrances.
- Demo and Rebuild Grill with ADA Compliant path from Pavilion.
- Need solution for ADA compliant threshold at exterior door/s.

### -Gymnasium

- New Gym Wood Flooring and Cover.
- New Score Board.
- Replace Left Side Bleachers.
- Fresh Paint.

### -Kitchen

- Replace Exterior Rollup Door.
- Replace Hand Sink in Kitchen.
- Fix Gap in Floor
- Fix HVAC in Kitchen.
- Replace Stove Hood

### -Lobby/Hallways

• New ADA Water Fountain with Bottle Filler.

### -Restrooms

- Bring Restrooms up to ADA Code.
- New Non- Touch Faucets at Sinks
- New Power Hand Dryers
- New Solid Phenolic Toilet Partitions
- Remove Doors
- Solution for Threshold more than ½" high.
- New Restroom Accessories like Soap Dispensers, Toilet Paper Dispensers, Feminine Trash Cans, and Trash Cans.

### -Sports Equipment Room

- Remove Flooring, Leave Concrete, Sand, Prime, Paint, and Seal.
- -Media Room (Computer Room)
- 6'Wx2'D Lockable Storage,

### -Supply Closets

- Repair Shelves
- Burnish Pad is Stuck to Floor- Unstick and Remove Flooring, Leave Concrete, Sand, Prime, Paint, and Seal.

### -Office

Fresh Paint on Walls and Ceiling.

### **Opinion of Cost**

Men and Women's Restroom Renovations	\$15,000
New ADA Compliant Restroom	\$20,000
Painting	\$65,000
Doors, Frames, & Hardware	\$50,000
Exterior Grill	\$2,500
Flooring	\$50,000
Gym Floor and Cover	\$125,000
Gym Bleachers	\$20,000
Kitchen Roll-up Door	\$3,500



HVAC Repairs \$10 Hood Replacement \$3,0	,000 000
Hood Replacement \$3.0	000
11000 Replacement 43%	
	,000
Toilet Partitions and Tlt Accessories \$16	,000
Casework \$8,5	500
Structural Repair \$10	,000
Concrete \$20	,000
Exterior Structural Repairs \$30	,000
Total Opinion of cost \$52	3,500

### Pavilion - Phase II

-General Notes

- Paint Pavilion
- Typical Pavilion Lights that the City uses with Photocell. About 4 Lights (1 at Each End) Dusk to Dawn for Security.

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Painting	\$35,000
Electrical	\$12,000
Total Opinion of cost	\$47,000

### Pool House – Phase II

-General Notes

- ADA Upgrades Including New Doors, Frames, and Hardware, Restrooms, Toilet
   Partitions and Accessories, Outside Shower, Drinking Fountain, Interior and Exterior
   Painting.
- Exhaust Fan Replacement.
- Electrical Upgrades, Interior and Exterior Lighting, Power, Exit Signs, etc.
- Trim Oak Tree
- Demolish wooden flower beds
- Add curb cut and slope new concrete from parking to main entry.

### Opinion of Cost

Site work	\$12,000
Exterior and Interior Painting	\$35,000
Doors, Frames, & Hardware	\$30,000
Toilet Accessories	\$20,000
Electrical	\$35,000
Plumbing	\$75,000
HVAC	\$16,000
Total Opinion of cost	\$189,000

### Softball Field, Baseball Field, Football Field- Phase III

- Skim baseball, softball, and football field about 4", infill with a better mix of soil with sand, grade, add irrigation, then lay Bermuda sod. Provide irrigation meter if an existing one does not exist.
- Add cover to existing baseball field dug-outs. Provide a chain link dug-out at softball field with cover on top.
- Add a connector path from parking lot to both dug-outs and bleachers that meet ADA requirements.
- Modify existing bleachers on bottom row to accommodate an inclusion space for a wheelchair.
- Add 2-3 more field light poles total for Softball and Football fields.
- Run fence from Baseball Field to the football bleachers, turn the fence and run it to the end of the football field and close off the end of the field. Provided a passage between Baseball and



- Softball field to the gate at the end of the field that connects the neighborhood to the community center. Be sure pathway is lighted.
- The current bleachers at the football field are about at the 50-yard line. Provide new bleachers
  on both sides at football field. Provide aluminum team bench for both sides at football field.
- Provide water bottle filler/drinking fountains at each field.

Opinion of Cost	
Demolition/ Material Haul off	\$50,000
New soil mix and sod	\$400,000
Irrigation Well and Pump	\$50,000
Sports fields irrigation	
Football	\$75,000
Baseball	\$71,500
Softball	\$50,325
5' wide concrete path w lights	\$65,000
New Sports Lighting	\$75,000
New Fencing	\$60,000
New Bleachers (Football Field)	\$65,000
Total Opinion of cost	\$961,825
Pool Renovations	\$192,000
Pump House Renovations	\$42,000
Community Center Renovations	\$523,500
Pavilion Renovations	\$47,000
Sports field improvements	\$961,825
Pool House Renovations	\$189,000
Pool House Renovations	\$189,000

### Project Total \$1,958,325

### Baumhauer-Randle Park-

### -General Notes

- New Restroom Building Similar per City Standards
- Benches at the basketball court (so we can get rid of those ancient bleachers)
- Install water fountains at basketball court and ball fields would be great.
- It would be nice to go ahead and demo the wading pool and remove the maintenance/flooding issues even if there is no immediate plan to replace it with a splash pad.
- Drainage. That front area between the parking lot and the restroom (and where the
  playground is) turns into a swamp with even the slightest rain...great place for a
  drainage project.
- Convert Wading Pool to Splashpad

### Opinion of Cost

Demolish Existing Buildings	\$50,000
New Restroom Building	\$384,000
Splash Pad	\$300,000
Total Opinion of cost	\$734,000

### Azalea City Golf Course-

### Range Building

### -General Notes

• 30x40 Building, Waist High Split Face Block with panel above.



- Hose Bibb in Building to connect to Golf Ball Washing Equipment
- Dishwasher Faucet from Above would Work Well for Equipment.
- Wash pad outside
- Double Garage Doors Facing Range (12'x12')
- Single Garage Door facing Vendor (Smaller, but Fit Golf Cart)
- Covered Area for Vendors 8x8
- Drain needs to Connect to Building Sewer.
- No Air Conditioning, but Does Need Ceiling Fans.
- Plenty of Electrical Outlets (GFCI).
- No Restroom.
- Ramp Up to Building for Cart.
- Survey this Area. (included in professional services)

### Opinion of Cost

•	
Doors, Frames, & Hardware (3 ext. doors)	\$3,600
IR Garage Doors (3)	\$45,000
CMU	\$18,000
Painting	\$10,000
Electrical	\$36,000
Plumbing	\$10,000
Ventilation	\$15,000
Concrete	\$25,000
30x40 Building Metal Building	\$50,000
Metal Panels & Trim	\$25,000
Total Opinion of cost	\$237,600

### **Restrooms/Locker Rooms**

- -General Notes
- Interior Painting.
- -Men's Restroom
  - 1st Shower Needs Hot Water to Work.
- Reconfigure Restroom Need 2 Restroom Stalls, Don't need 3 Urinals, Only need 2, Don't Need all the Existing Counter,
- Repair Sewer Issues (Possibly not Enough Fall on Pipes).
- Replace Restroom Accessories.

### -Men's Locker Room

- Replace Heavy Duty Tile Floor (Hard to Clean Deep Cracks Between Tiles) with New LVT Wood Pattern Floor.
- Layout of Locker Room is Fine.
- Replace Lockers, but same as Existing Tall Lockers that Fit Golf Clubs.
- Replace Benches.
- Repair Leaking Roof or Condensation at HVAC. 4 Leaky Places.
- Install Built-In Computer Desk.
- Replace Lights Fixtures w/ LED.

### -Women's Restroom

- The Stalls are too Narrow, need Reconfigured.
- Shower Area Also, needs Dressing Area.
- Maybe Combine ADA Toilet.
- Replace Restroom Accessories.

### -Women's Locker Room

- Match New Lockers to Men's Locker Room.
- New Wood Grain Hard Tile Flooring.

### Opinion of Cost

Demolition	\$20,000
Painting	\$65,000



Men's and Women's Restrooms	\$35,000
Electrical	\$15,000
Plumbing	\$20,000
HVAC	\$5,000
Lockers	\$20,000
Flooring	\$35,000
Casework	\$10,000
Total Opinion of cost	\$193,000

### **Garage Cover - Alternate**

### -General Notes

- 24'Wx62'L x14'-6"H Pre-Engineered Metal Building (See 2020 Kemko quote.)
- 26 ga Exposed Fastener Roof 1:12 pitch
- No walls
- (2) 3' Eave Extensions No soffit needed
- Quote does not Include Footings
- Relocate Pole.
- What to Do with HVAC Unit? Relocate?
- Roof will be above other 2 buildings Roofs.
- Add Gutters.
- Repave Under Garage.
- Install 6' High Gate at Each End of Garage that Locks.

### Opinion of Cost

Metal Building Frame and Roof	\$65,000 (Per Scott Armstrong at Kemko)
Excavation/Fill	\$25,000
Painting	\$10,000
Relocate Pole	\$5,000
Footings	\$35,000
Gutters	\$8,500
Repaving	\$20,000
Casework	\$15,000
Gates	\$25,000
Total Opinion of cost	\$208,500

Range Building	\$237,600
<b>Locker Rooms and Restroom Renovation</b>	\$193,000
Garage Building	\$208,500

Project Total \$639,100

### Hope Community Center- (CIP 2022- \$200k)

### **Community Center**

### -General Notes

- New Lighting
- New Signage/Room Number

### -Game Room

- Fresh Paint with 2 Accent Wall
- Game Console Security Box and Wall Storage
- Cabinets (2)

### -Meeting Room 2

- Fresh Paint with 1 Accent Wall
- Stainless Steel Counter Top and Cabinetry Repair and Refinish (New Hardware)



New Cabinet.

### -Lobby/Hallways

• Fresh Paint with 2 Color Design

### -Meeting Room/ Multipurpose Room 5

- Fresh Paint with 1 Accent Wall
- New Folding Partition Wall and Remove Old Track.

### -Art Room 4

• See General Notes

### -Computer Lab

Cord Covers & Wall Storage Cabinet for TV and Video Games.

### -Entrance

Cabinet at Front Entrance Table.

### -Outdoors

Building Lighting for All Sides

### -Gym

 Install Wheelchair Entrance/ Exit Ramp (Side Single Door) and Sidewalk to Existing Side Sidewalk.

### **Opinion of Cost**

Painting	\$65,000
Concrete	\$12,500
Casework	\$7,500
Doors and Frames, Hardware	\$4,000
Signage	\$2,500
Toilet Partitions and Accessories	\$25,000
Folding Partition Wall	\$35,000
Electrical (new int.)	\$20,000
HVAC (exhaust fans)	\$10,000

Total Opinion of cost \$161,500

### **GMC SCOPE OF WORK:**

### **Architectural and Engineering Design Services**

- Site/Civil Design
- Architecture and Interior Design
- Electrical Engineering
- Mechanical and Plumbing Engineering
- Structural Engineering
- Bidding and Construction Administration

### **GMC DETAILED SCOPE OF WORK:**

A/E services for the above referenced project shall include the following detailed scope of work:

### Site / Civil Engineering:

- a. Grading design
- b. Erosion control



### Architectural & Interior Design:

- a. Code Review and Compliance including ADA Guidelines
- Architectural Drawings including site plans, floor plans, sections and details of building components and casework
- c. Interior finish schedules and legends
- d. Architectural Specifications & Shop Drawing Review.
- e. Submit set of Construction Drawings and Specifications to authority having jurisdiction.

Structural Engineering: (for Taylor Park Community Center and Azalea Golf Course Metal Building Only)

- a. Inspection of Existing Conditions.
- b. Structural Design Drawings and Details
- c. Specifications and shop drawing review

### **Electrical Engineering:**

- a. Standard Power design/coordination with mechanical and plumbing requirements
- b. Lighting Power and switching, including egress lighting, exit signs and fixture schedule
- c. Fire Alarm System Provided by performance specification (if required)
- d. Electrical specifications and shop drawing review

### Mechanical Engineering:

- Exhaust system design
- b. Specifications and Shop drawing review

### Plumbing Design:

- a. Sanitary waste and vent system
- Domestic cold and hot water system
- c. Specifications and Shop drawing review
- d. Inspection of Existing Pump House and Pool Drainage at Taylor Park Only.

### **Bidding and Construction Administration Services:**

- a. Provide Advertisement for Bidders.
- b. Review and Response to Contractor RFI's
- c. Conduct Pre-Bid Meeting Provide Meeting Minutes
- d. Conduct Bid Opening and Certification of Received Bids
- e. Minimum of one site visit per week and as needed w/ Construction Observations Reports with backup photo documentation.
- f. Closeout documents and year end inspections

### **ADDITIONAL SERVICES:**

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GM&C would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal.

- Construction staking
- Surveying
- Geotechnical testing
- Construction material testing and special inspections
- Parking Lot lighting design
- Record drawings submission
- Full-time, on-site construction representation



### PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:

A preliminary opinion of probable cost of work is as follows for the construction of the building and site improvements;

### **Opinion of Construction Costs**

Taylor Park	\$1,766,325
Cost of the Work	Basic Fee in Percent
1,750,001 - 2,000,000	6.9%
2,000,001 - 2,500,000	6.8%

Our preliminary fee for Basic Services includes the following services. (Civil/Site Design, Structural, Architectural, Mechanical, Electrical and Plumbing) would therefore be  $$1,766,325 \times 6.9\% \times 25\%$  (for major renovation) =  $$1,766,325 \times 8.625\% = $152,345.53$ , and would be billed as follows:

Schematic Design 10%	\$15,234.55
Design Development 15%	\$22,851.83
Construction Documents 50%	\$76,172.76
Bidding & Negotiation 5%	\$7,617.28
Construction Administration 20%	\$30,469.11
A /E Basic Sequines Total Fee	\$152 245 52

A/E Basic Services Total Fee	\$152,345.53
Pool Consultant (Assessment services)	\$17,300
Pool Consultant (Design Services)	\$22,000
Permitting ADEM, NPDES	\$3,520
Total Professional Services	\$195,165.53

### **Opinion of Construction Costs**

Randal-Baumhuaer

Cost of the Work	Basic Fee in Percent
600,001 – 700,000	7.6%
700,001 - 800,000	7.5%

Our preliminary fee for Basic Services includes the following services. (Civil/Site Design, Structural, Architectural, Mechanical, Electrical and Plumbing) would therefore be  $$734,000 \times 7.5\% \times 25\%$  (for major renovation) =  $$734,000 \times 9.375\% = $68,812.50$  and would be billed as follows:

\$734,000

Schematic Design 10%	\$6,881.25
Design Development 15%	\$10,321.87
Construction Documents 50%	\$34,406.25
Bidding & Negotiation 5%	\$3,440.63
Construction Administration 20%	\$13,762.50
A/E Basic Services Total Fee	\$68,812.50



### Opinion of Construction Costs Azalea City Golf Course

\$639,100

 Cost of the Work
 Basic Fee in Percent

 600,001 – 700,000
 7.6%

 700,001 – 800,000
 7.5%

Our preliminary fee for Basic Services includes the following services. (Civil/Site Design, Structural, Architectural, Mechanical, Electrical and Plumbing) would therefore be  $$639,100 \times 7.6\% \times 25\%$  (for major renovation) =  $$639,100 \times 9.5\% = $60,714.50$ , and would be billed as follows:

We will bill the 3 projects separately as follows.

Clubhouse 30%	\$18,214.35
Schematic Design 10%	\$1,821.43
Design Development 15%	\$2,732.15
Construction Documents 50%	\$9,107.18
Bidding & Negotiation 5%	\$910.72
Construction Administration 20%	\$3,642.87
Range Building 37%	\$22,464.37
Schematic Design 10%	\$2,246.44
Design Development 15%	\$3,369.66
Construction Documents 50%	\$11,232.18
Bidding & Negotiation 5%	\$1,123.22
Construction Administration 20%	\$4,492.87
Equipment Building 33%	\$20,035.78
Schematic Design 10%	\$2,003.56
Design Development 15%	\$3,005.37
Construction Documents 50%	\$10,017.89
Bidding & Negotiation 5%	\$1,001.79
Construction Administration 20%	\$4,007.17
A/E Basic Services Total Fee	\$60,714.50

### **Opinion of Construction Costs**

Hope Community Center \$161,500

Cost of the Work	Basic Fee in Percent
100,001 – 200,000	9.0%
200,001 - 300,000	8.0%

Our preliminary fee for Basic Services includes the following services. (Civil/Site Design, Structural, Architectural, Mechanical, Electrical and Plumbing) would therefore be  $$161,500 \times 9.0\% \times 25\%$  (for major renovation) =  $$161,500 \times 11.25\% = $18,168.75$  and would be billed as follows:

Schematic Design 10%	\$1,816.87
Design Development 15%	\$2,725.31
Construction Documents 50%	\$9,084.37
Bidding & Negotiation 5%	\$908.45
Construction Administration 20%	\$3,633.75
A/F Basic Services Total Fee	\$18 168 75



### **HOURLY RATES**

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

\$240.00/ hour
\$190.00/ hour
\$170.00/ hour
\$150.00/ hour
\$130.00/ hour
\$110.00/ hour
\$105.00/ hour
\$90.00/ hour
\$80.00/ hour
\$115.00/ hour
\$70.00/ hour

### **REIMBURSABLE EXPENSES:**

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.15 times our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Out-of-town travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense. Automobile travel associated with the project and incurred by our employees will be invoiced at \$0.432/ mile.
- Additional Professional renderings or models requested by the Owner.
- The reimbursable expenses of our consultants.

Anticipated costs for Reimbursable Expenses:

Printing - (2) Sets of plans and specifications

\$500

Advertisement - City will Advertise Project

Printing costs if needed will be included with printing.

### **DESIGN and CONSTRUCTION SCHEDULE:**

Design and Construction Schedules will be provided for each project once a notice to proceed is issued. A preliminary schedule for design and construction is provided below.

Taylor Park	Design 4-5 Months	Construction 6-8 Months
Baumhauer-Randal Park	Design 2-3 Months	Construction 5-7 Months
Azalea City	Design 3-4 Months	Construction 6-8 Months
Hope Center	Design 2-3 Months	Construction 4-5 Months



### SUMMARY:

Shannon, we are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,
GOODWYN, MILLS & CAWOOD, INC.
Miller

Jim Walker, AIA Sr. Vice President - Mobile Architecture

Should the above proposal be acceptable please return a signed copy for our files and I will proceed with the Owner Architect Contract as stated above.

A A A	Datas
Accepted:	Date:



OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Via emai: Archnique. kidd@cityofmobile.org 251.208.7967

Contact Office of Supplier Diversity for questions on completing this form. 205 Government Street, 5th Floor

# Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements "Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation "DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or

with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement. About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a

by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

-ailure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

Subcontractor/Supplier Plan Page 1 of 5



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OFFICE OF SUPPLIER DWERSHY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

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about your company
ut yor
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nformation
Infor
tion I.
Sec

Company	GOODWY	GOODWYN MILLS CAWOOD LLC
Address	11 N. WATER	TER STREET, SUITE 15250, MOBILE AL, 36602
Telephone	251-460-4006	900
E-Mail	jim.walker(	jim.walker@gmcnetwork.com
RFP/RFQ Solicitation Number	n Number	
Project Description		CITY OF MOBILE PARK IMPROVEMENTS
Is your company a DBE company?	BE company?	Yes
Work force demographics		Male X Female X Minority X Non-minority X SDVO
		Total #of Employees 450
Subcontractor/Major Supplier Plan submitted by:	or Supplier PI	an submitted by:
Printed Name: Jim Walker, AIA	n Walker, AIA	
Signature		Date: <b>5/2/2022</b>
Title: Vice President	sident	

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award: Title: Vice President Name: Jim Walker, AIA

Phone: 251-5460-4006	Page <b>2</b> of <b>5</b>	Subcontractor/Supplier Plan
jim.walker@gmcnetwork.com		Subcor
Email:		

4/5/2021

4/5/2021

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> <u>*</u> 3	OFFICE OF SUPPLIER DIVERSITY  CITY OF MOBILE  Subcontracting and Major Supplier Plan	Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.kidd@cityofmobile.org 251,208,7967 205 Government Street, 5 <sup>In</sup> Floor
FORM 1: Backgroun Section II. Subcontractors/Major Vendors Supplier Plan submitted by:	FORM 1: Background and Plan (Cont'd idors Supplier Plan submitted by:	
Please Print Company GMC LLC	C Your Bid/Proposal Amount \$ \$342,860 Description City of Mobile Park Improvements	Date: 5/2/2022
Name of Bidder/Proposer: GMC LLC		

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

Official Verification Only							
DBE?	Yes	Yes					
% Of Your Bid Amount	10.25%	4.52%					
\$\$ Value to be Performed	\$35,148	\$15,500					
Scope of Work to be performed	Site / Civil Engineering	Structural Engineering					
Phone	251-649-4011	205-323-6385					
Subcontractor or Major Supplier	Driven Engineering 28						



## OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

# Subcontracting and Major Supplier Plan

# Form 2: Good Faith Effort Documentation

Name of Bidder: GMC L1 C

Contact Person: Jim Walker, AIA

Phone 251-460-4006

Email jim.walker@gmcnetwork.com

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

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

Page 4 of 5 Subcontractor/Supplier Plan



# OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

# Subcontracting and Major Supplier Plan

### CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

- 1. Name, address, email address and telephone number
- 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

### Section 2(B)

if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements. There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c)

Could not find sufficient DBEs to provide subcontracting or supplier services.

but did not have sufficient qualifications or experience to meet the needs of this contract.	orts you have taken to recruit and engage DBEs.
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vaila	itiona
vere a	e add
BEs v	dicat
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Subcontractor/Supplier Plan Page 5 of 5

4/5/2021



### Alabama Secretary of State



Goodwyn, Mills & Cawood, Inc.						
Entity ID Number	000 - 104 - 406					
Entity Type	Domestic Corporation					
Principal Address	MONTGOMERY, AL  Not Provided  Exists					
Principal Mailing Address						
Status						
Place of Formation	Montgomery County					
Formation Date	05/31/1985					
Registered Agent Name	THACKSTON, GALEN					
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117					
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124					
Nature of Business	ENGINEERING					
Capital Authorized	\$500					
Capital Paid In						
	Incorporators					
Incorporator Name	JOHNSON, D KYLE					
Incorporator Street Address	Not Provided					
Incorporator Mailing Address	Not Provided					
	Annual Reports					
If you have aventions shout any of th	s filed and maintained by the Alabama Department of Revenue. hese filings, please contact Revenue's Business Privilege Tax Division at ha.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.					
Report Year	1988     1989     1990     1991     1992     1993     1994     1995     1996     1997     1998       1999     2000     2001     2002     2003     2004     2005     2006     2007     2008       2009     2010     2011     2012     2013     2014     2015     2016     2017     2018     2019       2020     2021					
	Transactions					
Transaction Date	06/30/1997					
Capital Amounts Changed From	\$10,000 Authorized Paid In					
Transaction Date	12/29/1999					
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES					
Transaction Date	03/20/2000 AMENDMENT FILED					
Miscellaneous Filing Entry						

Goodwyn, Mills & Cawood, Inc.						
Transaction Date	12/30/2002					
Legal Name Merged	Goodwyn, Mills & Cawood Environmental Consultants, Inc.					
Transaction Date	12/30/2002					
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P					
Transaction Date	10/31/2005					
Registered Agent Changed From	MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109					
Transaction Date	09/05/2018					
Agent Mailing Address Changed From	* Added					
Transaction Date	09/05/2018					
Registered Agent Changed From	CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117					
	Scanned Documents					
	Purchase Document Copies					
Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.					
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.					
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.					
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.					
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.					
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.					
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.					

Browse Results

New Search





Client Company ID Number:1717590

Information Required for the E-Verify Program Information relating to your Company:					
Company Name	Goodwyn Mills Cawood LLC				
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117				
Company Alternate Address	P.O. Box 242128  Montgomery County, AL 36124				
County or Parish	Montgomery				
Employer Identification Number	85-4128572				
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)				
Parent Company					
Number of Employees	100 to 499				
Number of Sites Verified for	23				





Client Company ID Number:1717590

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent	
SyncHR, Inc.	L
Name (Please Type or Print)	Title
Kari Guthrie	
Signature	Date
Electronically Signed	January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date





Client Company ID Number:1717590

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

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1





Client Company ID Number:1717590

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

Name	Amanda Davis	
Phone Number	(334) 271-3200 e xt. 201	
Fax Number		
Email Address	amanda.davis@gmcnetwork.com	

Name	Angela Miller	
Phone Number	(334) 271-3200 e xt. 234	
Fax Number		
Email Address	angelamiller@gmcnetwork.com	



PRODUCER

RSC Insurance Brokerage, Inc. 109 Columbiana Road

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/18/2022

FAX (A/C, No):

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). CONTACT Jackie Murk

PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS: jmurk@risk-strategies.com

			Ļ		INSURER(S) AFFORDING COVERAGE					NAIC #
Birm	gham AL 35209 INSURER A: Berkley Insurance Company					32603				
INSU	RED		INSURER B :							
Goodwyn Mills Cawood, LLC					INSURER	₹C:				
Goodwyn, Mills & Cawood, Inc.					INSURER D :					
	P.O. Box 242128	Ì			INSURER	₹E:				
	Montgomery			AL 36124	INSURER F :					
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:										
TL	IS IS TO CERTIEV THAT THE ROUGES OF I	INSUR	ANCE	LISTED BELOW HAVE BEEN	ISSUED	TO THE INSUF	RED NAMED AE	OVE FOR THE POLICY PER	IOD	
IN	DICATED. NOTWITHSTANDING ANY REQUIDICATED. NOTWITHSTANDING ANY REQUIDICATE MAY BE ISSUED OR MAY PERTACLUSIONS AND CONDITIONS OF SUCH PC	REMEN AIN. TH	NT, TE	ERM OR CONDITION OF ANY I SURANCE AFFORDED BY THE	CONTRA E POLICIE	CT OR OTHER ES DESCRIBEI ED BY PAID CL	R DOCUMENT V D HEREIN IS SU .AIMS.	VITH RESPECT TO WHICH IT	H12	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
LIR	COMMERCIAL GENERAL LIABILITY	INSU	WVD				1	EACH OCCURRENCE	\$	
1		1 1						DAMAGE TO RENTED PREMISES (Ea occurrence)	s	
	CLAIMS-MADE OCCUR	1 1					1	MED EXP (Any one person)	s	
							ı		\$	
								PERSONAL & ADV INJURY		
	GEN'LAGGREGATE LIMIT APPLIES PER:	1 1						GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC				- 1			PRODUCTS - COMP/OP AGG	\$	
	OTHER:							COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	
	ANYAUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							aphics section (1945 or 1947)	\$	
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	CEAIMO-IMADE	1						Additionit	s	
_	DED RETENTION S WORKERS COMPENSATION		_		_			PER OTH-	3	
	AND EMPLOYERS' LIABILITY Y/N								_	
1	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	S	
	(Mandatory in NH)	k!						E.L. DISEASE - EA EMPLOYEE	S	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L., DISEASE - POLICY LIMIT	S	
	Professional Liability						07/04/0000	Fact Oleine	61.0/	20,000
Α	Troisedictial Elability			AEC904558705		07/01/2021	07/01/2022	Each Claim		00,000
								Aggregate	\$1,00	00,000
Re: Cer	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  Re: Design & consruction observation of several Mobile City Parks (Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course, Hope Community Center).  A 30 Day Notice of Cancellation applies except in the case of non-payment of premium.									
CEI	RTIFICATE HOLDER				CANC	ELLATION				
	City of Mobile				THE	<b>EXPIRATION I</b>	DATE THEREO	SCRIBED POLICIES BE CAI F, NOTICE WILL BE DELIVER Y PROVISIONS.		BEFORE
	P.O. Box 1827			AUTHORIZED REPRESENTATIVE						
	<sub></sub> Mobile			AL 36633	MB Chuitin					

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### Client#: 4652

### ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2022

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

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

this certificate does n	ot confer any rights to the certificate holder in						
PRODUCER		CONTACT Julie Faulkner					
Harmon Dennis Brad	shaw, Inc.	PHONE (A/C, No, Ext): 334-273-7277 FAX (A/C, No): 334-273-5					
334-273-7277		E-MAIL ADDRESS: jfaulkner@hdbinsurance.com					
P.O. Box 241667		INSURER(S) AFFORDING COV		NAIC#			
Montgomery, AL 36124		INSURER A : Charter Oak Fire Insurance Co.		25615			
INSURED		INSURER B : Travelers Property Casualty Co of	Ameri	25674			
	Mills & Cawood, Inc.	INSURER C : AGCSIF/Midwest Employers Casu		23612			
Goodwyn	Mills Cawood, LLC.	INSURER D : Midwest Employers Casualty Con		23612			
PO Box 242128		INSURER E : Phoenix Insurance Company		25623			
Montgome	ry, AL 36124	INSURER F : Continental Insurance Company 352					
COVERAGES	CERTIFICATE NUMBER:	REVISION	NUMBER:				

CO	OVERAGES CERTIFICATE NUMBER: REVISION NUMBER:								
IN	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		ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY	Х	Х	6600J635966COF22	03/03/2022		EACH OCCURRENCE	\$1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s1,000,000	
	J OD MING MANUEL LESS					l	MED EXP (Any one person)	s <b>5,000</b>	
						1	PERSONAL & ADV INJURY	s 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000	
	OTHER:							\$	
Е	AUTOMOBILE LIABILITY	Х	Х	8100N4186272243G	03/03/2022	03/03/2023	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000	
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY					l i	BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	AUTOS GNET							\$	
В	X UMBRELLA LIAB X OCCUR			CUP7K3140622243	03/03/2022	03/03/2023	EACH OCCURRENCE	s4,000,000	
-	EXCESS LIAB CLAIMS-MADE			001,111071103			AGGREGATE	s4,000,000	
F	DED X RETENTION \$10,000			6050024662EXCESS	03/03/2022	03/03/2023		s6,000,000	
c	WORKERS COMPENSATION		Х	CA1452022 AL Only	01/01/2022	01/01/2023	X PER OTH-		
D	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  Y / N		``	PGSC180024	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	s1,000,000	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		EWC009234	01/01/2022	01/01/2023	E.L. DISEASE - EA EMPLOYEE	s1,000,000	
١	If yes, describe under DESCRIPTION OF OPERATIONS below				5-25		E.L. DISEASE - POLICY LIMIT	s1,000,000	
	DESCRIPTION OF OPERATIONS BEIOW								
					1				
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	ACOR	D 101, Additional Remarks Schedule,	may be attached if me	ore space is requ	ired)		
wc	Alabama Policy - Waiver of Sub	rogai	tion	is included in favor of ce	rtificate holde	r when requ	iired by		
	itten contract.								
Ala	abama Work Comp-Regarding effo	ectiv	e an	d expiration, both days a	re at 12:01 Sta	ndard Time	at the insured's		

CERTIFICATE HOLDER	CANCELLATION
City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	S. H Hamon W

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(See Attached Descriptions)

### **DESCRIPTIONS (Continued from Page 1)**

address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (DBA: Comp Trust AGC) is rated by A.M. Best and their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.

Work Comp Out of State policy applies to the following States: GA, SC, TN, TX, FL, MS, LA Blanket WOS is included for WC Out of State Policy.

Project: Design & consruction observation of several Mobile City
Parks (Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course, Hope Community Center)
City of Mobile is named as Additional Insured on the General Liability and Automobile Liability policies,
on a primary and noncontributory basis, as their interest may appear regarding work performed or services
provided by the named insured for referenced project where required by written contract and subject to the
policy terms and conditions. Waiver of Subrogation applies to the Additional Insured with respect to General
Liability, Auto Liability, and Workers Compensation where required by written contract. 30 day Notice of
Cancellation is provided per policy terms, conditions, and exclusions.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft 75 Feet Long Or Less
- B. Who Is An Insured Unnamed Subsidiaries
- C. Who Is An Insured Retired Partners, Members, Directors And Employees
- D. Who Is An Insured Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- **E.** Who Is An Insured Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured Controlling Interest
- **G.** Blanket Additional Insured Mortgagees, Assignees, Successors Or Receivers

#### **PROVISIONS**

- A. NON-OWNED WATERCRAFT 75 FEET LONG OR LESS
  - The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
    - (2) A watercraft you do not own that is:
      - (a) 75 feet long or less; and
      - **(b)** Not being used to carry any person or property for a charge;
  - 2. The following replaces Paragraph 2.e. of **SECTION II WHO IS AN INSURED**:
    - e. Any person or organization that, with your express or implied consent, either

- H. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Premises
- Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments Increased Limit
- Amendment Of Excess Insurance Condition Professional Liability
- M. Blanket Waiver Of Subrogation When Required By Written Contract Or Agreement
- N. Contractual Liability Railroads

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;
- B. WHO IS AN INSURED UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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**b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- **a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- **b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II — Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- **b.** An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

## C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
  - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
  - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Personal injury":
  - (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
  - **(d)** Arising out of his or her providing or failing to provide professional health care services.
- (3) "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 retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co"employee" while in the course of the co"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - **a.** Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it;
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
  - **b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- An organization other than a partnership, joint venture or limited liability company; or
- c. A trust:

as indicated in its name or the documents that govern its structure.

## F. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- **b.** Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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- subsequent to the signing of that contract or agreement; and
- **b.** Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.
- H. BLANKET ADDITIONAL INSURED –
  GOVERNMENTAL ENTITIES PERMITS OR
  AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or advertising signs, awnings, authorization: coal holes. canopies, cellar entrances, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

# I. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- **b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### J. INCIDENTAL MEDICAL MALPRACTICE

- **1.** The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
  - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, xray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II — Who Is An Insured.

#### K. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

## L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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#### COMMERCIAL GENERAL LIABILITY

#### N. CONTRACTUAL LIABILITY - RAILROADS

- **1.** The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Policy No. 8100N4186272243G COMMERCIAL AUTO

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

#### **PROVISIONS**

The following is added to Paragraph A.1.c., Who
Is An Insured, of SECTION II – COVERED
AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### **PROVISIONS**

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - **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 an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### F. HIRED AUTO – LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- **(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

## H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

## I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- **a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- **b.** The airbags are not covered under any warranty; and
- **c.** The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

## L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

#### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

#### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- **a.** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
- **d.** This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COM-MERCIAL GENERAL LIABILITY CONDITIONS:

#### **Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

#### COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- **b.** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must 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. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- **a.** After the signing and execution of the contract or agreement by you;
- **b.** While that part of the contract or agreement is in effect; and
- **c.** Before the end of the policy period.



#### AGENDA ITEM SUMMARY SHEET

#### **Agenda of:**6/14/2022

#### **Submitted by:**

Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.

#### **Sponsored by:**

Mayor Stimpson and Councilmembers Reynolds and Daves

#### **Purpose and Scope of Project:**

Accept one permanent sidewalk easement as needed for the 2022 CIP Sidewalks project, owner donation, no City funds required.

#### **Amount of Contract:**

N/A

**Funding Source** 

Project # 2022 CIP Sidewalks Project

Project String

Discretionary Funds

Contract Number:

**Budget Amendment REDUCE INCREASE** 

Grant Funds Matching Funds

#### **ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Resolution Letter	6/3/2022
Permanent Sidewalk Easement	Resolution Letter	6/3/2022

#### **REVIEWERS:**

Departmen	nt Reviewer	Action	Date
Real Estat	e Boatwright, Cassie	Approved	6/6/2022 - 2:34 PM
Capital	Rhodes, Brenda	Approved	6/6/2022 - 3:12 PM
Legal	Kern, Chris	Approved	6/8/2022 - 2:42 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 12:02 PM

#### **RESOLUTION**

Sponsored by Mayor William S. Stimpson and Councilmembers Ben Reynolds and Joel Daves

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the City hereby accepts one Permanent Sidewalk Easement from Country Club of Mobile, Alabama, on property located at 4101 Wimbledon Dr. W., Mobile, Alabama, for the 2022 CIP Sidewalks project.

#### BE IT FURTHER RESOLVED THAT:

<b>SAID</b> documents being attached hereto and made a part hereof as fully as if set	et forth herei	in
---	----------------	----

Adopted:	
City Clerk	

#### PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, COUNTRY CLUB OF MOBILE, Alabama, a Corporation. the Grantor of the County and State aforesaid, in and for the consideration of \$10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to its property, the undersigned Grantor does hereby grant unto the said CITY OF MOBILE, its successors and assigns, an easement hereinafter described, over and across the lands of the undersigned for a public sidewalk, excluding the maintenance and construction thereof.

The easement hereby granted, all of which is located in Mobile County, Alabama, is described as follows, to wit:

See "Exhibit A" attached hereto
As shown on "Exhibit B" attached hereto

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a Municipal Corporation, its successors and assigns, forever, for a public sidewalk. And for and in consideration of the above, the Grantor hereby releases said CITY OF MOBILE from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEREOF, COUNTRY CLUB OF MOBILE, Alabama, a Corporation, has caused these presents to be executed by Dirk Flad, as its General Manager, who is duly authorized in this premises, on this \_\_\_\_\_\_\_\_\_, 2022.

Country Club of Mobile, Alabama

(SEAL)

Dirk Flad, as its General Manager

## STATE OF ALABAMA) COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Dirk Flad, whose name as General Manager of COUNTRY CLUB OF MOBILE, Alabama, a Corporation, signed the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as General Manager, and with full authority, executed the same voluntarily for and as the act of COUNTRY CLUB OF MOBILE, Alabama, a Corporation, on the day the same bears date.

Given under my hand and seal this the <u>314</u> day of <u>June</u>, 2022

Marie Vielle Osaene
Notary Public, State of Alabama

My Commission Expires: 2/28/2023

This instrument prepared by:

City of Mobile Real Estate Dept. P.O. Box 1827 Mobile, AL 36633

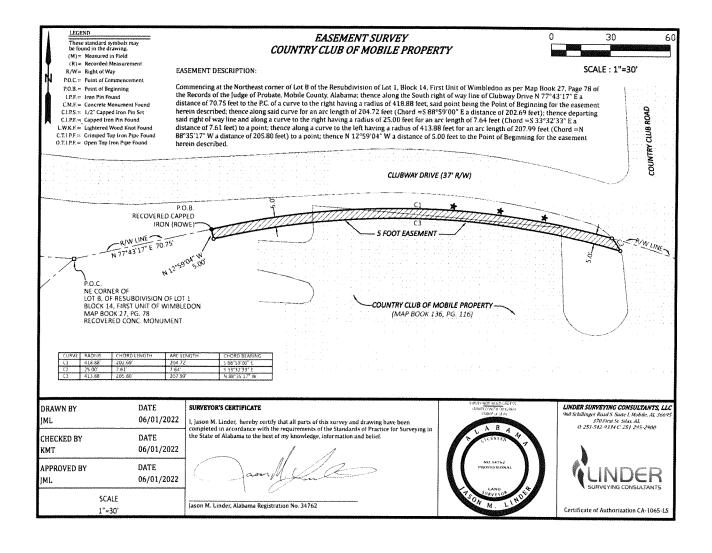
Grantee: City of Mobile Real Estate Dept. P. O. Box 1827 Mobile, Alabama 36633

#### "EXHIBIT A"

#### PERMANENT SIDEWALK EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF LOT B OF THE RESUBDIVISION OF LOT 1, BLOCK 14, FIRST UNIT OF WIMBLEDON AS PER MAP BOOK 27, PAGE 78 OF THE RECORDS OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF CLUBWAY DRIVE N 77°43'17" E A DISTANCE OF 70.75 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 418.88 FEET, SAID POINT BEING THE POINT OF BEGINNING FOR THE EASEMENT HEREIN DESCRIBED; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 204.72 FEET (CHORD =S 88°59'00" E A DISTANCE OF 202.69 FEET); THENCE DEPARTING SAID RIGHT OF WAY LINE AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET FOR AN ARC LENGTH OF 7.64 FEET (CHORD =S 33°32'33" E A DISTANCE OF 7.61 FEET) TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 413.88 FEET FOR AN ARC LENGTH OF 207.99 FEET (CHORD =N 88°35'17" W A DISTANCE OF 205.80 FEET) TO A POINT; THENCE N 12°59'04" W A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING FOR THE EASEMENT HEREIN DESCRIBED.

#### "EXHIBIT B"





#### **AGENDA ITEM SUMMARY SHEET**

**Agenda of:**6/14/2022

**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 packet Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 2:35 PM

## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Aundra Dennis, for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:			
	City	Clerk	

# NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Aundra Dennis to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 14, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert City Clerk 41-484 2022

## RESOLUTION

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

Adopted: MAY 3 1 2022

City Clerk



#### APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned,	, individually or on beha	
2.11.6	hereby makes application for a Certific	
	d Necessity to operate a public service vehicle(s) within the City of Mo acts in support of this application.	obile and
	e Information al Entity seeking certificate: Aundra F De	nnis
	ss: 559 Osage St	
Telephone: 251-1	447 - 4433 Trade Name (d/b/a):	
	Information s an individual (sole proprietor) please provide:	
Birthdate: 08 -		
Mobile Residence	559 Osage St AL	36617
Address code	City State	Zip
	r: <u>261-</u> 447-4433 Driver's License #:	
	County: Years: 45 Months:	
U.S. Citizenship:	Yes No	
A citizen or A lawful per	penalty of perjury that I am: national of the United States rmanent resident	
	# A) _an alien authorized to work until// # or Admission #)	
B. If applicant is	s a <u>legal entity</u> , please provide:	
	State of Incorporation L.L.C Other: (please specify)	
Business Address:	559 Osage St Mobile AL 36	617



(If different from address provided in Part I)

	Title	Address	s Am	ount of Stock Held (if any
1				
D.	List all unpaid judger	nents against any perso	on listed in Part II	C, giving the names of
	persons against which	ch such judgements a	re pending, the	amount of all unpai
	judgements, and the	nature of the transactio	ns or acts giving	rise to the judgements
Namo	Date	Amount	Location	Disposition
Name	Date	Amount	Location	Disposition
Part III.	Vehicle/Carriage Inform	nation:		
	Vehicle/Carriage Inform service to be fu <mark>r</mark> nished:			
Class of	service to be furnished:	(Check only one)	uus Corrieres 🗖	Other
	service to be furnished:	(Check only one)	wn Carriage	Other
Class of Taxicab	service to be furnished:	(Check only one)  Shuttle Horse Dra	wn Carriage	Other 🔳
Class of Taxicab	service to be furnished:	(Check only one)  Shuttle Horse Dra	wn Carriage	Other
Class of Taxicab Locatio	service to be furnished:	(Check only one)  Shuttle Horse Dra  and & stables:	wn Carriage  ODVE  7 days a	Other
Class of Taxicab Location What w	Sedan Sedan of terminal/depot or st	(Check only one)  Shuttle Horse Dra  and & stables:	obile 7 days	Other   Other
Class of Taxicab Location What w	Sedan Sedan of terminal/depotorst	(Check only one)  Shuttle Horse Dra  and & stables:	obile 7 days a 3	Other  Other
Class of Taxicab Location What w	Sedan Sedan of terminal/depotorst	(Check only one)  Shuttle Horse Dra  and & stables:	obile 7 days a 3	Other   A Week
Class of Taxicab Location What we How ma	Sedan Sedan of terminal/depotorst vill be your days and hour any vehicles (carriages) depotors are line.	(Check only one)  Shuttle Horse Dra  and & stables:	obile 7 days a 3	a week
Class of Taxicab Location What we How man	Sedan Sedan of terminal/depotorst still be your days and hour any vehicles (carriages) do (Note: carriages are linguisted).	(Check only one)  Shuttle Horse Dra  and & stables:  rs of operation?  o you intend to operate?  nited to a maximum of tell	obile 7 days a 3	a week
Class of Taxicab Location What w How many Vehicle Make:	Sedan Sedan of terminal/depotorstatill be your days and hour any vehicles (carriages) do (Note: carriages are linguistration:	(Check only one)  Shuttle Horse Dra and & stables:  rs of operation?  o you intend to operate? mited to a maximum of ter  CLUS Year:	obile 7 days a 3 n carriages)	Model: Custam
Class of Taxicab Location What we have made to the company of the	Sedan Sedan of terminal/depotorst still be your days and hour any vehicles (carriages) do (Note: carriages are linguisted).	(Check only one)  Shuttle Horse Dra and & stables:  rs of operation?  o you intend to operate?  mited to a maximum of tel  Year:  Year:	obile 7 days a 3	a week

## Personal Data Report

**General Descriptors** 

Name: DENNIS, AUNDRA FREDERICKA

Address: 559 OSAGE ST

MOBILE ALABAMA 36617

Phone: 251-447-4433

**BLACK** Race:

Sex: M

Weight: 200

Height: 5'10" Hair: **BLACK** 

Email1:

Email2:

Alt. Address: Danger

Desc:

Nick Name:

DOB:

Age: Eyes: 52 **BROWN** 

Facial:

Ethnic:

BILE, 1 NON HISPANIC/NON LATINO

**Identifying Numbers** 

DL State: AL

FP:

DL #:

DL Type: DM

DOC:

SSN:

MID: FBI:

JRN:

SID:

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

## Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest\_Number, Arrest\_Date, Arrest\_Time

NOT VALID WITHOUT

Arrestee	SSN

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
187080463502	1870804635	8/26/1987	DENNIS, ANNDRA FREDERICK	8/20/1969	UNKNOWN LOCATION	SYSTEM CONVERSION,	CONV	1610 SHELTON BEACH RD	REFUSE TO AID OFFICER
					UNKNOWN,			UNKNOWN,	
189030259301	1890302593	3/14/1989	DENNIS, AUNDRA FREDERICKA	8/20/1969	UNKNOWN LOCATION	SYSTEM CONVERSION,	CONV	4901 ZEIGLER BLVD	LIQUOR POSSESS/MANUFACTURE
			TREBERIOR		UNKNOWN,			UNKNOWN,	
189060362201	1890603622	5/31/1990	DENNIS, ANDRE FREDERICK	8/20/1969	UNKNOWN LOCATION UNKNOWN,	SYSTEM CONVERSION,	CONV	51 GOVT ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
190040232501	1900402325	5/31/1990	DENNIS, ANDRE FREDERICK	8/20/1969	UNKNOWN LOCATION UNKNOWN,	SYSTEM CONVERSION,	CONV	51 GOVT ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
190050755501	1900507555	5/31/1990	DENNIS, ANDRE FREDERICK	8/20/1969	UNKNOWN LOCATION Ch of the UNKNOWN the Records U	SYSTEM CONVERSION,	CONV	SHORT EARL/FISHERS UNKNOWN,	SIMPLE ASSAULT - POLICE OFFICER
		ેં.			Mobile Police D on this subject	epartment			RESISTING ARREST
	500	6) H			A RECO				LOITERING FOR DRUG PURPOSES
	100				CHECKED BY C. () DATE: May 2	2020			POSSESS DRUG PARAPHERNALIA 1S OFFENSE
193110278301	1931102783	12/31/1993	DENNIS, AUNDRA FREDERICKA	8/20/1969	UNKNOWN LOCATION	RANSOM, M	CONV	51 GOVT ST	AGGRAVATED ASSAULT 2ND - NON FAMILY GUN
					UNKNOWN,			UNKNOWN,	
193120668301	1931206683	12/31/1993	DENNIS, AUNDRA FREDERICKA	8/20/1969	UNKNOWN,	SCARBROUGH, M D	CONV	UNIVERSITY BLVD @ COTTAGE HILL UNKNOWN,	NO PISTOL PERMIT
									RECEIVE STOLEN PROPERTY 3RD
194015074001	1940150740	3/1/1994	DENNIS, AUNDRA	8/20/1969	UNKNOWN LOCATION	MORGAN, W G	CONV	51 GOVT ST	ALIAS/BENCH WARRANT ARREST
			FREDERICKA		UNKNOWN,			UNKNOWN,	
194056109001	1940561090	5/28/1998	DENNIS, AUNDRA	8/20/1969	UNKNOWN LOCATION	TERRELL, THOMAS	CONV	COTTAGE HILL RD &	ALIAS/BENCH WARRANT ARREST
			FREDRICKA		UNKNOWN.			HILLCREST RD UNKNOWN,	
9405610900A	1940561090	10/20/1994	DENNIS, AUNDRA	8/20/1969	UNKNOWN LOCATION	MOSS, G E	CONV	51 GOVT ST	ALIAS/BENCH WARRANT ARREST
	the Water Control		FREDERICKA		UNKNOWN,	pergeneration (Feb. 7)	- (5.2010)7.04	UNKNOWN,	
196070365001	1960703650	7/17/1996	DENNIS, AUNDRA	8/20/1969	UNKNOWN LOCATION	BARBER, JAMES	CONV	nearly the manufacture and the	AGGRAVATED ASSAULT 3RD - NON
			FREDRICKA		UNKNOWN,			AVE MOBILE,	FAMILY STRONG ARM
96110352901	1961103529	11/20/1996	DENNIS, AUNDRA	8/20/1969	UNKNOWN LOCATION	MORGAN, M W	CONV	3600 MICHAEL BLVD	HARASSMENT
			FREDRICKA		UNKNOWN,			MOBILE,	
				8/20/1969	UNKNOWN LOCATION	MORGAN, M W	CONV	3600 MICHAEL BLVD	HARASSMENT
96110376701	1961103767	11/20/1996	DENNIS, AUNDRA FREDRICKA	0/20/1909	ONKNOWN LOCATION	WORGAN, W VV	CONV	SOUD WHICH MEE DEVD	TIANASSIVILIYI

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
197086873801	1970868738	10/18/1997	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	HOFFMAN, R L	CONV	COTTAGE HILL/SERV RD UNKNOWN,	ALIAS/BENCH WARRANT ARREST
197086873901	1970868739	5/28/1998	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	TERRELL II, T L	CONV	COTTAGE HILL RD & HILLCREST RD UNKNOWN,	ALIAS/BENCH WARRANT ARREST
19708687390A	1970868739	10/18/1997	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	HOFFMAN, R L	CONV	COTTAGE HILL/SERV RD UNKNOWN,	ALIAS/BENCH WARRANT ARREST
199085534701	1990855347	9/13/1999	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	MAHATHY, M F	CONV	METRO JAIL UNKNOWN,	ALIAS/BENCH WARRANT ARREST

17 Records Selected

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

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

CHECKED

05/20/2022 14:14



#### **AGENDA ITEM SUMMARY SHEET**

**Agenda of:**6/14/2022

**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 packet Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 2:36 PM

## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Modern Transport, LLC, for a Certificate of Public Convenience and Necessity to operate a taxi cab service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:			
	City	Clerk	 -

### NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Modern Transport, LLC to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 14, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert City Clerk

## RESOLUTION

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

Adopted: MAY 3 1 2022

City Clerk



### APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned,	Dalton Vau	gnan	individ	ually or on behalf of
	Modern Transpo	ort, LLC. onvenience and Necess		, hereby makes
within the City of Mo	obile and submits the	following facts in sup	port of this application	n.
I. Certific	ate Information			
Name of Person or L		ertificate:		
Modern Transport, LLC.				
Business Address: 43	358 Old Shell Rd Ste B Mo	obile, AL 36608		
Telephone: (251)8	02-6632	Trade Name Mo	dern Transport, LLC.	
<b>Business Informatio</b>	on			
A T6 1'	4 to to distinct i			
A. II appucan	t is an <u>individual (</u>	sole proprietor) ple	ase provide:	
Birthdate:		SSN:		
Residence Addre	ess:			
Address		City	State	Zip code
Telephone Numb	oer:	Driver'	's License #:	
Residing in Mob	ile County: Years:	Months	s:	
U.S. Chizenship.	: Yes N	NO		
I attest, unde	r penalty of perjury t	hat I am:		
	tizen or national of th			
	wful permanent resid			
(Alle	an alien authorize	ed to work until/	7	
(Alie	en # or Admission #	a to work until/		
B. If applican	t is a <u>legal entity</u> , p	olease provide:		
Incorporated	State of Incorpora	ation		
Partnership	L.L.CX(	ation Other: (please specify)		
Business Address				
(If different from add	lress provided in Part	t D		



## C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name Dalton Vaughan	Title Single-member	Address 907 Kensin		ount of Stock Held (if any
Dakon Vaugnan	Oligic Treffice	Mobile, A		
persons agains	st which such j	udgements are p	pending, the a	C, giving the names of all unpairs ise to the judgements
Name Date Not Applicable	e	Amount	Location	Disposition
Part III. Vehicle/Carriag Class of service to be fur Taxicab Sedan	nished: (Check only	Horse Drawn C	Carriage	Other
Location of terminal/deports What will be your days as				
How many vehicles (carr	iages) do you inten		riages)	
Vehicle Description:				
Make: Dodge		Year: 2021		Model: Grand Caravan
Make: Chevrolet		Year: 2015		Model: Tahoe
Make: Kia		Year: 2020		Model: Sedona
If application is for a tax proposed color scheme for Color Scheme: Black, White, C	or each taxi/carriage		escription of the	insignia, trade name ar
Insignia: Trade name will be di	splayed in plain font on	the sides of the vehicle.		
Trade Name: Modern Transpo	rt, LLC.			



#### I hereby authorize the investigation of all statements contained in this application. I certify that:

- 1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
- 2. All of the foregoing statements are true and correct to the best of my knowledge;
- 3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
- 4. I have read and understand Chapter 59 of the Mobile City Code;
- 5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's	Signature	-
NAME OF	ENTITY:	
Modern Transp	oort, LLC.	
Ву:		

**Notary Public** 



CHERRELL ROSALES

Notary Public

Alabama State at Large
My Commission Expires 10/5/2022

# Personal Data Report

Gan	oral	Desc	rintor	0
Gen	ierai	Desc	ribtor	S

Name: VAUGHAN, DALTON ALEXANDER

Address: 8738 WOODCHESTER COURT

MOBILE ALABAMA 36619

Nick Name:

NOT VALID WITHOUT EMBOSSED SEAL

OF THE MOBILE

POLICE DEPARTMENT

Phone: 251-802-6632

W - WHITE

DOB:

25

BLUE

Sex:

Race:

M

Age:

Weight: Height:

195 6'01" Eyes:

Facial:

Hair: **BLONDE OR STRAWBERRY**  Ethnic:

NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger Desc:

**Identifying Numbers** 

DL State: AL

DL #:

DL Type: D

SSN:

MID:

FP:

DOC: SID:

FBI:

JRN:

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

NO RECORD

DATE: 5



### AGENDA ITEM SUMMARY SHEET

# **Agenda of:**6/14/2022

# **Submitted by:**

Casi Callaway, Chief Resilience Officer

# **Sponsored by:**

Mayor William S. Stimpson

# **Purpose and Scope of Project:**

Tasking Ransom Ministries, INC. to pick-up litter exempt from bid because this is a Professional Services Contract.

# **Amount of Contract:**

27000.00

# **Funding Source**

Project # No project number at this time

Discretionary Funds N/A

Project String not capital

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
Ransom Ministries Inc. Services Agreement	Cover Memo	6/9/2022
Certificate of Insurance	Cover Memo	6/9/2022
Routing form	Cover Memo	6/9/2022
Resolution	Cover Memo	6/9/2022

### **REVIEWERS:**

Department Reviewer		Action	Date
Public Works	Williams, Lori	Approved	6/9/2022 - 3:59 PM
Accountin	g Daniels, Bettye	Approved	6/9/2022 - 4:49 PM
			6/10/2022 - 8:58

Legal	Kern, Chris	Approved	AM
Legal	Kern, Chris	Approved	6/10/2022 - 8:58 AM
Mayors Office	Barber, James	Approved	6/13/2022 - 5:44 PM

STATE OF ALABAMA)

COUNTY OF MOBILE)

# **SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (sometimes hereinafter "Agreement") is made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **RANSOM MINISTRIES**, **INC.**, a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), which parties agree as follows:

WHEREAS, the Contractor is a Section 501(c) (3) organization which promotes comprehensive and innovative job readiness and skills training seeking to provide workforce training to formerly incarcerated, homeless or addicted persons through its operation of recycling services; and

WHEREAS, the Contractor desires to enter into an agreement with City to provide litter collection services in furtherance of its workforce training and recycling; and

WHEREAS, City recognizes the public purpose served and public good achieved by promoting job and life skill training while also promoting health and safety for the community by litter and trash collection;

NOW, THEREFORE,

# WITNESSETH:

That the 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 sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of, and not to exceed, TWENTY-SEVEN THOUSAND DOLLARS AND NO/100 (\$27,000.00), payable for the sixty-day period following complete execution of this Agreement. Said funds will be disbursed in two monthly payments in the amount of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$13,500.00) each, which payment shall result from written requests to be sent to the City's Finance Department. Additionally, Contractor agrees to submit monthly activity reports and financial statements summarizing its expenses and work hours devoted to the project.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used to fund the services herein contracted for.

SCOPE OF SERVICES. Contractor shall provide to City general right of way litter removal from the below specified locations. Any manmade object as small as a cigarette butt shall be considered litter. Contractor workers will clean the designated area of litter and arrange for the removal of bagged litter at the end of each day. Other locations may be added as the parties may mutually agree in writing.

- a) Halls Mill Rd McVay Drive N to Rangeline Road
- b) Hamilton Blvd Rangeline Road to Hwy 90
- c) Shelton Beach Rd -Moffett Road to Bear Fork Road
- d) Bear Fork Rd Moffett Road to Shelton Beach Road (South side only)
- e) Howells Ferry Rd Moffett Road to Cody Road
- f) Wolf Ridge Rd Moffett Road to Laidlaw Lane
- g) Conception Street Rd -Morgan Street to Craft Highway
- h) Michael Blvd Montlimar Drive to Azalea Road
- i) Azalea Rd Michael Blvd to West of Village Green Drive W

Contractor will work with the City's Sanitation Department and Litter Crew to create a weekly schedule and map litter pick up locations. Contractor will spend the 60-day trial period working to determine how long it takes to collect litter on each of the streets identified and the parties will work together to define acceptable levels of work effort.

In the event of severe weather, parties will coordinate to adjust scheduling, but in no event shall days of collection be less than 23 days per month.

Contractor shall submit weekly reports to the City that will include at least the following information: number of staff, hours on task, pounds collected, before and after photos, and tracking using the City's ARC GIS Smart Phone Tracking Application.

DUTIES OF CONTRACTOR REGARDING EMPLOYEES. Contractor shall have the sole duty to recruit, interview, test, screen and orient all workers to be assigned to the City litter removal services prior to their assignment. Contractor's Supervisor will handle removing and replacing workers. Contractor shall be responsible for maintaining personnel and payroll records, hiring, assigning, reassigning, counseling, disciplining, and discharging workers, and compliance with all employment laws, including, without limitation, federal wage and hour laws. Contractor shall comply with OSHA safety regulations. Contractor shall have sole duty of training and orientation, handling employee work-related claims and complaints, drug screening of each worker, review of criminal conviction record, providing personal protective equipment ("PPE"), providing drug and alcohol testing for each worker involved in any accident involving personal injury or property damage, which testing shall be provided immediately following any such accident, and providing all tools needed to perform the defined tasks including but not limited to Safety Vests, Gloves, Litter Pickers, Trash Bags, and Handheld Scales.

PAYROLL. Contractor assumes full responsibility for paying workers, withholding and transmitting payroll taxes, making unemployment contributions, responding to claims for unemployment and workers compensation proceedings involving its employees. Workers shall

not be treated as employees of City for any reason, including for purposes of holidays, vacations, disability, insurance, pensions or other employee benefits offered or provided by the Client.

TERMINATION. The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement for cause. This Agreement and/or any work schedule may be terminated by either party without cause upon fifteen (15) days' notice to the other in writing. If City is dissatisfied with one or more workers assigned to City litter removal, Contractor shall remove such person upon notice immediately and replace them with another worker.

CITY DUTIES. City shall provide locations for needed litter removal, shall convey and coordinate with Contractor the expectations of completed work product, review work product and provide feedback to ensure workers can successfully meet City expectations. City will not change worker's job duties without Contractor express prior written approval. No employees of Contractor will be offered or provided City benefit plans.

NO AGENCY. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the 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 the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the 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 manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

NO ASSIGNMENT. 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 contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

COMPLIANCE WITH LAW. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement. The 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.

ANTI-DISCRIMINATION. The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be

denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

DEFAULT. 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.

INSURANCE. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability Insurance public liability including premises, products and complete operations.
  - (1) Bodily injury liability: \$250,000 each person \$500,000 each occurrence
  - (2) Property damage liability \$100,000 each occurrence
  - Or, (in lieu of (1) and (2) above)

    Bodily injury and property damage combined 
    \$500,000 per occurrence
- b. Comprehensive Automobile Liability Insurance including owned, non-owned, and hired vehicles.
  - (1) Bodily injury liability: \$250,000 each person \$500,000 each occurrence
  - (2) Property damage liability \$100,000 each occurrence
    Or, (in lieu of (1) and (2) above)
  - (3) Bodily injury and property damage combined \$500,000 per occurrence

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 convenant 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 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.

INDEMNIFICATION. 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 of 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 from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

Casi Callaway City of Mobile Chief Resilience Officer Post Office Box 1827 Mobile, AL 36633-1827

Copy to:

**City Attorney** 

City of Mobile Legal Department

Post Office Box 1827 Mobile, AL 36633-1827

And to Contractor:

Ransom Ministries, Inc. Attention: Matt Armbruster 320 S Craft hwy Chickasaw AL 36611

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.

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.

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.

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.

IMMIGRATION. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended 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 agreement, 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.

ANTI-BOYCOTT. By signing this contract, The Contractor, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the state of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

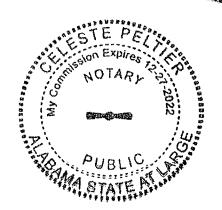
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BY		
	Its Mayor	_

CITY OF MOBILE, A Municipal Corporation

ATTEST:

$\mathbf{BY}$
Its City Clerk
RANSOM MINISTRIES, INC.
BY Marthur
Its: Executive Director
STATE OF ALABAMA)
COUNTY OF MOBILE)
I, the undersigned Notary Public, in and for said County in said State, hereby certify that
whose name as of RANSOM
Ministries, INC., a non-profit corporation, is signed to the foregoing AGREEMENT, and who
is known to me, acknowledged before me on this day that, being informed of the contents of
the above and foregoing AGREEMENT, (s)he, as such officer and with full authority
executed the same voluntarily for and as the act of said corporation on the day the same
bears date.
Given under nay hand this the day of line , 2022.
19 July 10 19 19 19 19 19 19 19 19 19 19 19 19 19
(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: /2



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# **ROUTING FORM FOR CONTRACTS**

NAME OF CONTRACT		
	<u>SIGNATURE</u>	<u>DATE</u>
DEPARTMENT HEAD	(1)	
EXECUTIVE DIRECTO	R	
BUDGET/ACCOUNTIN	(Sign routing stamp on contract also)	
LEGAL DEPARTMENT	(Sign routing stamp on contract also)	
MAYOR'S OFFICE		
CITY CLERK'S OFFICE	E for Council action or Mayor's signature	
COUNCIL ATTORNEY	(3) (if Council action is required)	
(1)	Route 3 copies for non-capital contracts Route 4 copies for capital contracts	
(2)	Budget approves non-capital contracts Accounting approves capital & grant contracts	
(3)	Sign a separate copy to the Council Attorney for information purposes only, prior to Council action. No sign off is required. Therefore, keep Routing Form with original	l contracts.
(4)	Applications for grants require the use of the Routing Form for Gr	ant Applications.

# RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are Authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Ransom Ministries, INC., a not-for-profit corporation organized and existing under the laws of the State of Alabama, exempt from bid because this is a Professional Services Contract, to pick-up litter and the compensation for work provided will not exceed \$27,000.00 as outlined in the agreement attached hereto and made a part of hereof as though set forth in full. BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:		
City Clerk	 	



# **AGENDA ITEM SUMMARY SHEET**

**Agenda of:**6/14/2022

**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 packet Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 10:38

# RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

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

Adopted:

# NOTICE OF HEARING TO CONSIDER VACATION OF A PORTION OF VIRGINIA STREET, NEAR THE APMT CONTAINER TERMINAL

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of Virginia Street, near the APMT Container Terminal.

The adoption of such resolution will be considered by the Mobile City Council on the 19<sup>th</sup> day of July, 2022, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert City Clerk



J. Craig Campbell

ccampbell@handfirm.com DIRECT 251 694 6239 / FAX 251 544 1688

May 18, 2022

# VIA HAND DELIVERY

Ms. Lisa Carroll Lambert Mobile City Clerk 9th Floor Government Plaza, South Tower P.O. Box 1827 Mobile, AL 36633-1827

Re: Street Vacation Request

Dear Ms. Lambert:

WE, MAY 18, PM4:28 RCVD MOBILE, AL

CITY CLERK'S OFFICE

I represent the Alabama State Port Authority ("Port Authority"), and am writing on its behalf to request the vacation of a portion of Virginia Street near the APMT Container Terminal. The portion of the Virginia Street the Port Authority requests be vacated can be described as follows:

#### Virginia Street

Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way; for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

The Port Authority is the only landowner abutting the portion of Virginia Street which the Port Authority requests be vacated. Accordingly, and as reflected by the enclosed Petition, the Port Authority as the only abutting landowner has consented to the vacation and joined the Petition.

The enclosed Petition also includes maps showing the locations of the portion of Virginia Street which the Port Authority would like to have vacated.

Ms. Lisa Carroll Lambert May 18, 2022 Page 2

I have requested and obtained the written consent of all utility companies to the street vacation. Copies of the consent letters are enclosed with this letter.

I have also enclosed three (3) sets of printed adhesive labels containing the names and addresses of the owners of any abutting land, and also the names and addresses of any entities known to have utility lines within the area to be vacated.

I have also attached a check for \$100 for the application fee.

Thank you for your assistance. Please let me know if I can provide anything else.

Sincerely,

O. Craig Campbe For the Firm

JCC Enclosures STATE OF ALABAMA COUNTY OF MOBILE

# PETITION FOR VACATION OF RIGHT-OF-WAY PURSUANT TO CODE OF ALABAMA SECTION 23-4-1 ET SEQ.

COMES NOW, the Alabama State Port Authority ("Port Authority"), and makes this Petition for the vacation of a portion of Virginia Street, more particularly described herein and shown in Exhibit A. In support of such Petition, the Port Authority would show as follows:

1. The Legal Description for the above referenced parcel is as follows:

# Virginia Street

Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way; for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

- 2. The Port Authority is the sole owner of the land described below and outlined in Exhibit B, located in Mobile County, Alabama and abutting the areas petitioned for vacation:
  - a. Lot 1: That part of LOT 1, BCCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, being more particularly described as follows:

To-Wit:

Beginning at the Southwest corner of LOT 1, BCCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of the CSX Railroad, (variable width R\W), Thence N-51°-47'-20"-E, leaving the North right of way line of said Virginia Street and along the East right of way line of said CSX Railroad, for 326.25 feet; Thence Northeasterly along the East right of way line of said Louisville and Nashville Railroad and around a curve to the left having a radius of 1951.00 feet and a delta angle of 26°-22'-04", the chord of which bears N-38°-36'-08"-E for 889.96 feet, for an arc distance of 897.86 feet to a point on at the intersection of the East right of

way line of said CSX Railroad with the South right of way line of New Jersey Street (50-foot public R\W; Thence \$\frac{1}{29}\$"-E, leaving the East right of way line of said CSX Railroad and along the South right of way of said New Jersey Street, for 61.93 feet to a point at the intersection of the South right of way line of said New Jersey Street with the East right of Way line of Old Water Street, (50-foot public R\W); Thence N-08°-07'-38"-E, leaving the South right of way line of said New Jersey Street and along the East right of way line of said Old Water Street, for 25.15 feet; Thence S-88°-06'-29"-E, leaving the East right of way line of said Old Water Street, for 226.97 feet; Thence S-00°-41'-07"-W for 1071.32 feet to a point on the North right of way line of aforesaid Virginia Street; Thence N-81°-43'-58"-W, along the North right of way line of said Virginia Street for 789.84 feet; Thence N-08°-19'-19"-E, leaving the North right of way line of said Virginia Street, for 148.35 feet; Thence N-81°-45'-18"-W for 123.92 feet; Thence Southwesterly around a curve to the left having a radius of 449.28 and a delta angle of  $29^{\circ}$ -06'-41", the chord of which bears S-57°-13'-47"-W for 225.83 feet, for an arc distance of 228.27 feet to a point on the North right of way line of aforesaid Virginia Street; Thence N-81°-43'-33"-W for 18.59 feet to the Point of Beginning and containing 14.131 acres, more or less.

- a. Lot 2: Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-08°-16'-27"-W, leaving the South right of way line of said Virginia Street, for 50.00' to a point on the South right of way line of said Virginia Street, for 237.72 feet to the Point of Beginning of the parcel herein described; thence continue S-81°-43'-58"-E, along the South right of way line of Virginia Street, for 475.00 feet; Thence S-08°-16'-06"-W, leaving the South right of way line of said Virginia Street, for 170.05 feet; Thence N-81°-43'-33"-W for 475.00 feet; Thence N-08°-16'-02"-E for 170.00 feet to the Point of Beginning and containing 1.854 acres, more or less.
- b. Lot 3: Commencing at the South west corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-08°-16'-27"-W, leaving the South right of way line of said Virginia Street, for 50.00' to a point on the South right of way line of said Virginia Street; Thence S-81°-43'-58"-E, along the South right of way line of said Virginia Street, for 712.72 feet to the Point of Beginning of the parcel herein described; thence continue S-81°-43'-58"-E, along the South right of way line of Virginia Street, for 475.00 feet to the Southeast corner of the right of way of said Virginia Street; Thence N-08°-16'-40"-E, and along the East end of the right of way of said Virginia Street, for 50.00 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-81°-

43'-58"-E, along an eastward extension of the North right of way line of said Virginia Street and along the South line of Lot 1 of said BCCT Subdivision, 287.72 feet; Thence S-08°-16'-02"-W for 220.09 feet; Thence N-81°-43'-33"-W for 385.00 feet; Thence N-08°-16'-02"-E for 170.05 feet to the Point of beginning and containing 1.833 acres, more or less.

- 3. No other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress or egress to and from their property or be otherwise affected by the vacation of said right of way.
- 4. The Port Authority desires, and hereby requests, that the portion of Virginia Street described above and shown in Exhibit A be vacated. This is requested in an effort to combine and unify the Port Authority's property located at Lot 1, Lot 2, and Lot 3 described above and shown in Exhibit B.
- 5. The square footage of the area to be vacated is in total 24,863.
- 6. According to tax records, the square footage of the adjoining properties as referenced in this Petition and in Exhibit B hereto are as follows:
  - a. Lot 1: 247,022 (Property Land Type 31) or 361,348 (Property Land Type 33)
  - b. Lot 2: 81,893 c. Lot 3: 84,506
- 8. The current-year assessments of the adjoining properties as referenced in this Petition and in Exhibit B hereto are as follows:
  - a. Lot 1: \$ 857,180 b. Lot 2: \$ 42,300
  - c. Lot 3: \$ 44.440

NOW THEREFORE, the Port Authority respectfully petitions and requests the City of Mobile to:

- A. Approve the vacation of the portion of Virginia Street outlined as indicated on the survey attached hereto as Exhibit A and described above (provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred); and
- B. Waive or reduce the right-of-way vacation fee to be charged pursuant to Ala. Code section 11-49-6 and City of Mobile Ordinance No. 57-070-2015.

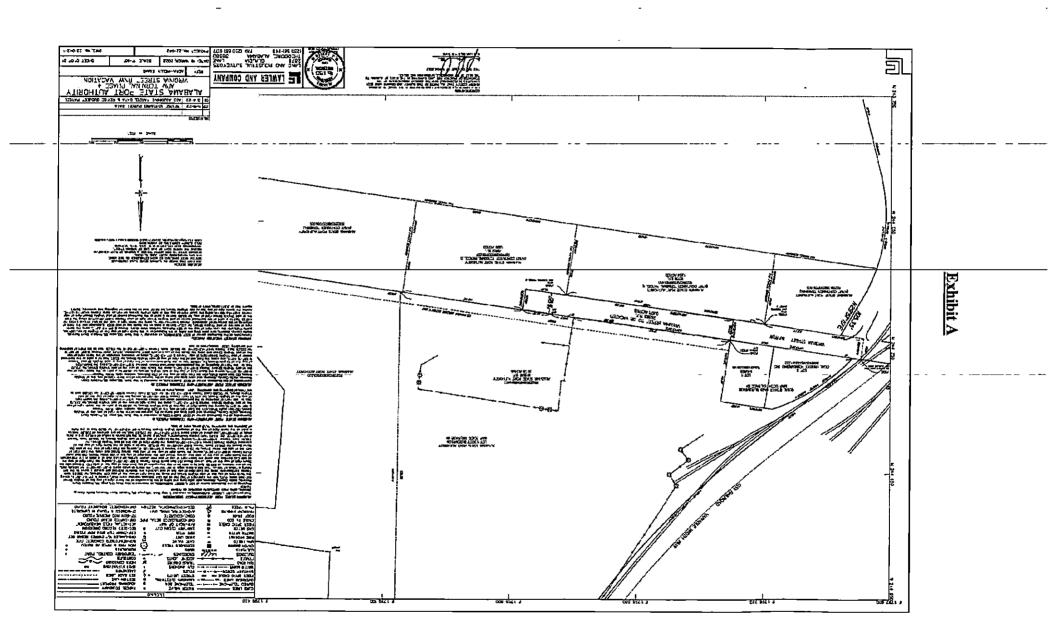
IN WITNESS WHEREOF, the Port Authority has caused this Petition to be executed on the day of May, 2022.

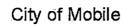
Alabama State Port Authority
By: John Driscoll
As its: Director

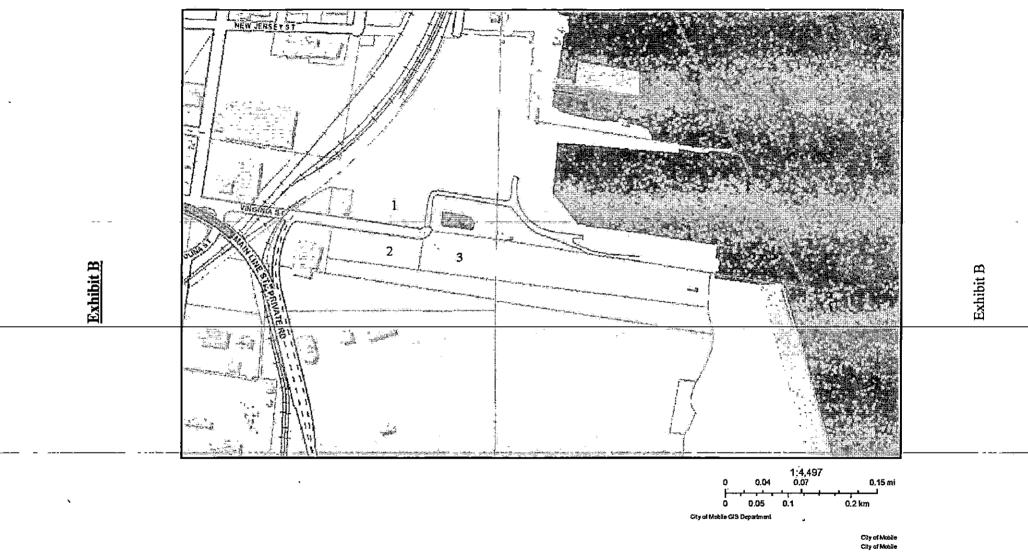
# STATE OF ALABAMA COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify John Driscoll, as Director of the Alabama State Port Authority, who is known to me, signed the foregoing Petition, and acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said agency on the day the same bears date.

Given under my hand and seal this the	13	_day of	MAY	, 2022.
		Debou	el O De	egit in
			J	Notary Public
		My Comm	ission Expires:	10-19-22







# DECLARATION OF VACATION OF RIGHT OF WAY IN THE CITY OF MOBILE, ALABAMA

COUNTY OF MOBILE )	
This Declaration of Vacation of Rig	ht of Way in the City of Mobile, Alabama is made and
entered into this day of	, 2022, by the Alabama State Port Authority ("Port

)

Authority").

STATE OF ALABAMA

# WITNESSETH:

WHEREAS, the Port Authority has petitioned the Mobile City Council to vacate a portion of Virginia Street (referred to herein as the "Street"), described more particularly herein, a public street lying within the city limits of Mobile, Alabama, pursuant to Section 23-4-20 of the Alabama Code, et seq.; and

WHEREAS, the portion of the Street to be vacated is more particularly described as follows:

Virginia Street

Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

WHEREAS, the Port Authority is the sole owner of the real property abutting the Street, and consents to the vacation of the Street; and

WHEREAS, no property owner shall be cut-off or deprived of access due to the vacation of the Street; and

WHEREAS, the Port Authority has provided notice of its request to vacate the Street to all utility providers with utility lines or facilities in the Street in accordance with Section 23-4-2(a) of the Alabama Code; and

WHEREAS, pursuant to Section 23 4-2(b) of the Alabama Code, entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and

WHEREAS, all utility providers have issued their written consent to vacation of the Street;

WHEREAS, vacation of the Street is in the public interest; and

WHEREAS, the City Council of Mobile, Alabama, has given its assent to the closing and vacating of the hereinablove described rights-of-way; and

WHEREAS, said assent was given by Resolution duly adopted by the City Council of Mobile, Alabama, and a certified copy of said Resolution is attached hereto and made a part hereof as though set forth fully herein; and

WHEREAS, the same is filed for record herewith.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration and to effect said vacation, the Port Authority does hereby declare the portion of the Street, more particularly described above, to be vacated, and, subject to the utility easements pursuant to Section

23-4-2(b) of the Alabama Code, all public rights in such portion of the Street, more particularly described above, are hereby divested, subject to the assent of the Mobile City Council, which shall by Resolution effect such vacation.

IN WITNESS WHEREOF, the Port Authority has caused these presents to be executed effective as of the date first set forth above.

Alabama State Port Authority By: John Driscoll

As its: Director

STATE OF ALABAMA COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify John Driscoll, as Director of the Alabama State Port Authority, who is known to me, signed the foregoing Petition, and acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said agency on the day the same bears date.

Given under my hand and seal this the	13 day of	MAY	, 2022.
	Dibo	rel O Olus	
	My Co	mmission Expires:	Notary Public

Sponsored by: Counci

### RESOLUTION

WHEREAS, the Alabama State Port Authority ("Port Authority") has submitted a Petition to the Mobile City Council to vacate a portion of Virginia Street (referred to herein as the "Street"), described more particularly herein, a public street lying within the city limits of Mobile, Alabama, pursuant to Section 23-4-20 of the Alabama Code, et seq.; and

WHEREAS, the portion of the Street to be vacated is more particularly described as follows:

Virginia Street

Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

WHEREAS, the Port Authority has petitioned the City Council of Mobile, Alabama, to assent to the vacation of such public rights-of-way owned by the City of Mobile; and

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that the Port

Authority is the sole owner of the real property abutting the Street; and

WHEREAS, the vacation of the Street will not deprive any other property owner of such rights as such property owner may have to convenient and reasonable ingress and egress to and from their property; and

WHEREAS, notice of the hearing on the Petition was provided to all utility providers with utility lines or facilities in the Street in accordance with Section 23-4-2(a) of the Alabama Code, and such utility providers have issued their written consent to said vacation; and

WHEREAS, pursuant to Section 23-4-2(b) of the Alabama Code, entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and

WHEREAS, notice of the hearing on the Petition was provided in accordance with Section 23-4-2(a) of the Alabama Code, including publication in a newspaper of general circulation in Mobile, Alabama; and

WHEREAS, the City Council finds that the Street is not needed as public rights-of-way in the City of Mobile, Alabama; and

WHEREAS, the City Council finds that vacation of the Street is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Mobile City Council that, upon hearing all parties and considering all information presented, that the portion of the Street, more particularly described above, is hereby vacated.

BE IT FURTHER RESOLVED that entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred, including ingress and egress thereto; provided further that the Westernmost 500 feet of said vacated area is

reserved for a r	non-exclusive easeme	nt for utility lines of the Board of Water & Sewer
Commissioners of	of the City of Mobile a	as per the MAWSS approval letter for this vacation dated
March 25, 2022.		
BE IT FU	IRTHER RESOLVED	that the right-of-way fee provided for in Alabama Code
section 11-49-6 a	nd City of Mobile Ord	linance No. 57-029-2020 is hereby waived.
Notice of	this Resolution shall	be published in a newspaper of general circulation in
Mobile, Alabama	, within fourteen days	of the date of adoption and this Resolution shall also be
filed with the Mo	bile County Probate C	ourt.
Adopted:		
Adopted.		
City Clerk		
I. Lisa Ca	rroll Lambert. Clerk of	the Mobile City Council, hereby certify that the foregoing
		n adopted by the Mobile City Council in its meeting held
the	- j	, 2022.
		ve herein to set my hand on the official seal of the Mobile
City Council on t		day of, 2022.
	 	LISA CARROLL LAMBERT CITY CLERK
		Page 3 of 3



March 25, 2022

Mr. J. Craig Campbell Hand Arendall 104 St. Francis Street, Suite 300 Mobile, AL 36602

RE: Request to Vacate the East Terminus of Virginia Street Right-of-Way Beginning approximately 312 ft. E of the intersection of the East ROW of CSX R/R & the N ROW of Virginia Street; Continue E approximately 1,234 ft. to end.

Section 26, T4S-R1W

Dear Mr. Campbell:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of a portion of the area to be vacated above. Consequently, our agreement to vacate this right-of-way is contingent upon the Requestor retaining the western most 500 feet as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System

1B. Rusell

Daryl B. Russell, P.E.

Planning & Engineering Manager

cc: A. Tyree

Spire Gulf Inc. 2828 Dauphin Street Mobile, AL 36606



March 14, 2022

J. Craig Campbell 104 Saint Francis Street Suite 300 Mobile, AL 36602

Re: Street Vacation

Vacation: Vacate a portion of Virginia Street.

Mr. Campbell,

In response to your letter dated March 11, 2022 relative to the above referenced right to vacate.

Please be advised that Spire Gulf Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Valerie Barrett

Right of Way Representative, Alabama

Valerie Barrett

Spire Alabama Inc.

Cc: Jeff Wilcox

# Comcast.

March 11, 2022

J. Craig Campbell Kerin Hoffmann Legal Secretary to Craig Campbell Hand Arendall Harrison Sale 104 Saint Francis Street, Suite 300 Mobile, Al. 36602

J. Craig Campbell:

In response to your letter dated March 11/2022, concerning the vacation of Virginia St. Commencing at the Southwest corner of BCCT Subdivision as recorded in map book 130-page 89 Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service, please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little

Donnie Little Construction Specialist II

Cc: Easements File



AT&T Alabama 2155 Old Shell Rd Mobile, AL 36607 www.att.com T: 251.470.5650 F: 251.471.0410 Brad.sadler@att.com

March 21, 2022

J. Craig Campbell | Hand Arendall Harrison Sale 104 St Francis St Ste. 300 Mobile, Alabama 36602

Dear Mr. Campbell,

This letter is written in response to your letter of March 11, 2022 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of March 10,2022. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler

Brad Sadler Specialist, AT&T Alabama 251-470-5650



March 21,2022

Hand Arendall/ Harrison Sale LLC Attn.: J. Craig Campbell 104 Saint Francis Street Suite 300 Mobile, Alabama 36602

Re: Vacation of a portion of Virginia Street ( Alabama State Port Authority)

Dear Mr. Campbell,

Reference is made to your letter of March 11, 2022 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced area, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely, Sincerely,

ttennel evield

Blake Jarrett Corporate Real Estate



J. Craig Campbell

ccampbell@handfirm.com DIRECT 251 694 6239 / FAX 251 544 1688

March 11, 2022

#### VIA CERTIFIED MAIL and EMAIL

Mr. Donnie Little Construction Specialist II Comcast Cable 3248 Springhill Avenue Mobile, AL 36607 Donnie Little@comcast.com

Mr. Brad Sadler Specialist AT&T Alabama 2155 Old Shell Road Mobile, AL 36607 bs6868@att.com brad.sadler@att.com

Mr. Eric Boykin Alabama Power Company P. O. Box 2247 Mobile, AL 36652 elboykin@southerco.com

Re:

Street Vacation

Dear Utility Providers:

Mr. Daryl Russell Planning & Engineering Manager Mobile Area Water & Sewer System P. O. Box 180249 Mobile, AL 36618-0249 drussell@mawss.com

Mr. Jeff Wilcox
Ms. Lacey Witherington
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, AL 36606
Jeff. Wilcox@spireenergy.com
Lacey. Witherington@spireenergy.com

I represent the Alabama State Port Authority ("ASPA"), which intends to petition the Mobile City Council to vacate a portion of Virginia Street, located near property that ASPA is in the process of purchasing. The portion of Virginia Street ASPA requests be vacated can be described as follows:

Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 1234.74 feet to a point at the Northeast corner of said Virginia Street right of way; Thence

March 11, 2022 Page 2

S-08°-14'-47"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 1234.76 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 61738 square feet or 1.417 acres, more or less.

I have also enclosed a map showing the location of the portion of Virginia Street which ASPA would like to have vacated.

I am writing to you as a utility provider which may have lines or facilities on the street and request your consent to the street vacation.

Pursuant to Section 23-4-2 of the Alabama Code: "Entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred." Consequently, the vacation will not affect any existing rights you have concerning lines or facilities on the street.

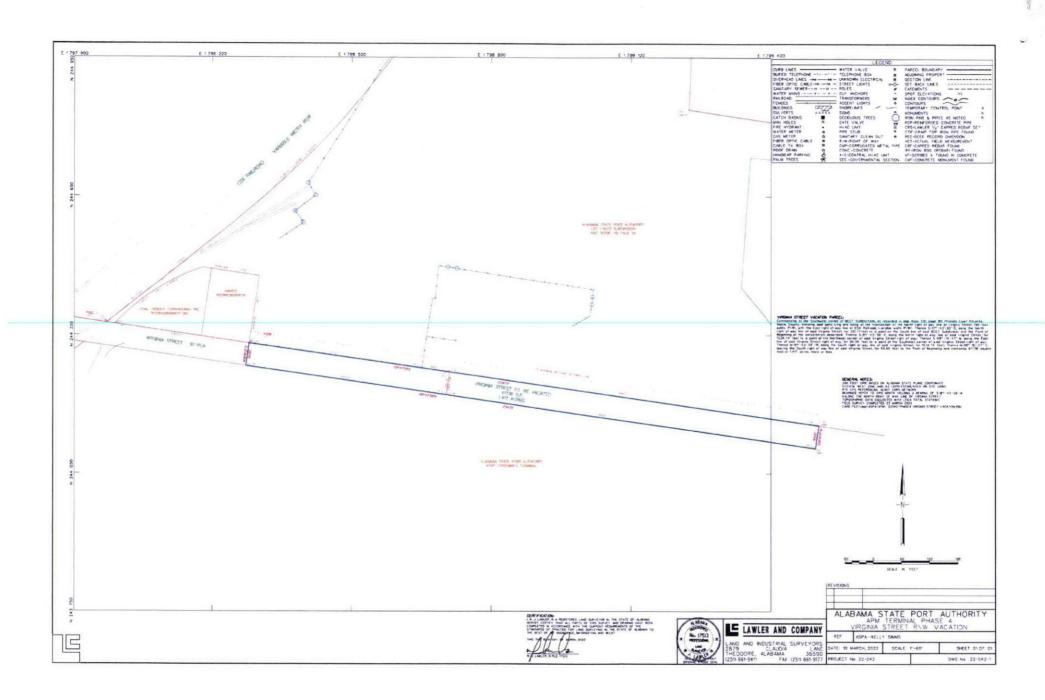
I would appreciate your response at your earliest convenience. Please contact me if you have any questions or if we can discuss this matter further.

Sincerely,

J. Craig Campbell For the Firm

JCC Enclosure

(7846376.1).docx



#### **Gauthier**, Lana

From:

Morris, Anthony

Sent:

Monday, May 23, 2022 12:00 PM

To:

Gauthier, Lana

Subject:

RE: Vacation Request

Good morning. The vacation does have Alabama code 23-4-2(b) in its request. Engineering does not have an objection with the request for the vacation of a portion of Virginia Street.

From: Gauthier, Lana < lana.gauthier@cityofmobile.org

Sent: Friday, May 20, 2022 11:17 AM

To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris

<chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M

<pennd@cityofmobile.org>; Harris, Rickard <harrisr@cityofmobile.org>

Subject: Vacation Request

Good morning,

Attached is a vacation request for a portion of Virginia Street.

Please advise if you have any objections.

Thank you,

Lana Gauthier Recording Supervisor City Clerk's Office City of Mobile P. O. Box 1827 Mobile, AL 36633 (251) 208-7474

Gauthier, Lana		
From: Sent: To: Subject:	Gauthier, Lana Tuesday, May 24, 202 Harris, Richard RE: Vacation Request	
Good morning Chief Harris,		
Thank you for your response.		
Lana Gauthier Recording Supervisor City Clerk's Office City of Mobile P. O. Box 1827 Mobile, AL 36633 (251) 208-7474		
From: Harris, Richard <a href="mailto:Rent">harrisr@ci</a> Sent: Tuesday, May 24, 2022 8:36 To: Gauthier, Lana <a href="mailto:Lana.gauthier">Lana<a href="mailto:Lana.gauthier">Lana<a href="mailto:Lana.gauthier">Lana<a href="mailto:Lana.gauthier">Lana<a href="mailto:Lana.gauthier">Lana.gauthier</a> Subject: Re: Vacation Request</a></a></a></a>	ÁM	-
Good morning Mrs. Gauthier, The MFRD doesn't have any ob	jection to the vacati	on of this property.
Thanks, Chief Richard Harris		
< <u>chris.kern@cityofmobile.org</u> >; H	AM pris@cityofmobile.org offman, Bert < <u>hoffma</u> erger, Nicholas < <u>nick.a</u>	;>; Stout, Carleen < <u>carleen.stout@cityofmobile.org</u> >; Kern, Chris nb@cityofmobile.org>; White, Jennifer mberger@cityofmobile.org>; Penn, D M
Good morning,	i    -	
Attached is a vacation request for	a portion of Virginia S	treet.
Please advise if you have any obje	ections.	
Thank you,		
Lana Gauthier Recording Supervisor City Clerk's Office City of Mobile		

P. O. Box 1827 Mobile, AL 36633 (251) 208-7474

#### Gauthier, Lana

From:

White, Jennifer

Sent:

Tuesday, May 31, 2022 3:40 PM

To:

Gauthier, Lana

Subject:

**RE: Vacation Request** 

Traffic Engineering does not have an objection.

Jennifer P. White, PE Traffic Engineering Director City of Mobile (251) 208-2960

From: Gauthier, Lana < lana.gauthier@cityofmobile.org>

Sent: Friday, May 20, 2022 11:17 AM

To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M

<pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>

Subject: Vacation Request

Good morning,

Attached is a vacation request for a portion of Virginia Street.

Please advise if you have any objections.

Thank you,

Lana Gauthier Recording Supervisor City Clerk's Office City of Mobile P. O. Box 1827 Mobile, AL 36633 (251) 208-7474

### Gauthier, Lana

From:

Hoffman, Bert

Sent:

Wednesday, May 25, 2022 11:15 AM

To:

Gauthier, Lana

Subject:

RE: Vacation Request - Virginia St for AL Port Authoriy

**Attachments:** 

2022 05 24 PZ MEMO Virginia St request.pdf

Lana -

Planning and Zoning has no objection. See attached memo with map.

#### **Bert Hoffman**

Long Range Planning
BUILDMOBILE

hoffmanb@cityofmobile.org

(251) 208-5895

We need your feedback. Please fill out our new online survey HERE!

From: Gauthier, Lana < lana.gauthier@cityofmobile.org

Sent: Friday, May 20, 2022 11:17 AM

To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M

<pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>

**Subject:** Vacation Request

Good morning,

Attached is a vacation request for a portion of Virginia \$treet.

Please advise if you have any objections.

Thank you,

Lana Gauthier Recording Supervisor City Clerk's Office City of Mobile P. O. Box 1827 Mobile, AL 36633 (251) 208-7474

Gauthier, Lana		
Sent: To: Cc: Subject:	Barfield, Rebecca; Ker RE: street vacation ord	ssler, Florence; Benedict, Jaclyn n, Chris; Gauthier, Lana
	Follow up Flagged 	
attached is the breakdown the rea "assessed" vs "fair market". In this	estate department l situation, the price is	
Otherwise, there is no objection w	e see from real estati	e. Thanks, Carleen
From: Boatwright, Cassie <boatwr Sent: Wednesday, May 18, 2022 1 To: Kessler, Florence <fkessler@cit <carleen.stout@cityofmobile.org> Cc: Barfield, Rebecca <barfield@ci Subject: FW: street vacation ordin Good afternoon,</barfield@ci </carleen.stout@cityofmobile.org></fkessler@cit </boatwr 	:13 PM tyofmobile.org>; Bend tyofmobile.org> ance redline	edict, Jaclyn <benedict@cityofmobile.org>; Stout, Carleen</benedict@cityofmobile.org>
From: Kessler, Florence < fkessler@ Sent: Wednesday, May 18, 2022 1 To: Benedict, Jaclyn < benedict@ci Cc: Barfield, Rebecca < barfield@ci Subject: Fw: street vacation ordina	2:40 PM tyofmobile.org>; Boa tyofmobile.org>	twright, Cassie < boatwright@cityofmobile.org>
Hello;		
Please review the attached ame using the Revenue Commission	f .	tion ordinance. It corrects the problem we had about is to calculate the vacation fee.
	fair market value	ved land value, as determined by the county revenue for unimproved land, as appraised by the county revenue
Thanks, Flo		

From: Chris Arledge < Chris.Arledge@atchisonlaw.com>

Sent: Wednesday, May 18, 2022 10:53 AM

To: Kessler, Florence < fkessler@cityofmobile.org >

Subject: street vacation ordinance redline

**CAUTION:** External Email

Joel is ok with the attached. I am going to introduce it unless you have any further tweaks?

## Christopher A. Arledge

The Atchison Firm, P.C. 3030 Knollwood Drive Mobile, Alabama 36693 Tel. (251) 665-7200 Fax (251) 665-7250

#### NOTICE TO RECIPIENT / READER:

The material in this message is intended solely for the individual(s) named above. The contents and any attachments are considered to be privileged and confidential communication that is exempt from disclosure unless otherwise noted. No waiver of any privilege is to be implied or applied if this material was sent to an incorrect destination. Dissemination and reading anything more than this notice is strictly prohibited unless you are the individual(s) to whom it is addressed. If you are not the individual(s) to whom this is addressed, you are to read only this notice and call the sender immediately at 251-665-7200 or reply by e-mail and delete the entire message. No one who is not presently a client of The Atchison Firm, P.C., may rely on any legal advice in this message or in any attachment.

To comply with recently enacted Treasury Regulations, we must inform you that any tax advice contained in this correspondence is not intended or written by the writer to be used, and cannot be used by you or anyone else, for the purpose of avoiding penalties imposed by federal tax law.

# VACATION REQUEST VIRGINIA ST. PETITIONER: AL PORT AUTHORITY

NOTE: Petitioner uses Assessed Value (uses acreage SF but total Assessed Value for Key 953711)

Adjoining Properties	Tax As	e Co. Revenue sessor ed Value 2022	Sq. Ft.	FMV / SF	
Lot 1, Key No. 953711	\$	857,180.00	247,022	\$	3.47
Lot 2, Key No. 953702	\$	42,300.00	81,893	\$	0.52
Lot 3, Key No. 1815753	\$	44,440.00	84,506	\$	0,53
SF AVG.		•	÷	\$	1.50

<b>,</b>		COST FOR
SF AVERAGE	!	VACATED
	SF TO BE VACATED	LAND
1.5	24,863	\$ 37,294.50

Adjoining Properties	Asses	le Co. Revenue Tax ssor ble Value 2022	ISA. PT. II	TAXABL SF	E VALUE /
Lot 1, Key No. 953711	\$ <sub>1</sub>	638,000.00	247,022	\$	2.58
Lot 2, Key <u>N</u> o. 953702	\$	211,500.00	81,893	\$	2,58
Lot 3, Key No. 1815753	\$	218,300.00	84,506	\$	2.58
SF AVG.				\$	2.58

		COST FOR
SF AVERAGE	:	VACATED
	SF TO BE VACATED	LAND
2.58	24,863	\$ 64,146.54

Spoke to Grady, Co. Rev. Industrial appraiser who stated the vacated portion is worth \$64,200 (rounded up).

Phone # 251-574-8373



# **AGENDA ITEM SUMMARY SHEET**

**Agenda of:**6/14/2022

**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 resolution Cover Memo 6/9/2022

**REVIEWERS:** 

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 6/9/2022 - 10:42 AM

41-

# RESOLUTION

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

Adopted:			
City Clerk	<del></del>	<del></del>	