



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, December 15, 2020, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Pastor Sandy McQueen, Truevine Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
December 1, 2020 (corrected) & December 8, 2020
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **PUBLIC HEARINGS**

Public hearing to declare the structure at 3828 Alba Club Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1025 Hannon Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1403 Linwood Drive E. a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 5661 King Street a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 7125 Mobile Street a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 2558 Kreitner Street a public nuisance and order it demolished (District 5).

Public hearing to declare the structure at 7231 11th Street a public nuisance and order it demolished (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

ESSENTIAL/COVID 19 ITEMS HELD OVER

27-024 Ordinance to regulate food trucks (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

88-041 Ordinance deeming vacant landlocked parcel at O'Connor Street and Leslie Avenue no longer needed for public or municipal purpose and authorizing the sale to Helena Massey (sponsored by Mayor Stimpson & Councilmember Richardson) (submitted by Michelle Melton, REAM Department).

88-042 Ordinance deeming property at 901 Lyons Street not now needed for public or municipal purposes and authorizing the sale to Alabama Community College System (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Department).

40-799 Declare the structure at 1653 Dublin Street a public nuisance and order it demolished (sponsored by Councilmember Manzie).

01-885 Authorize agreement with Mobile Baykeeper, Inc., for the EPA Gulf of Mexico Trash Free Waters Grant project, \$172,380.00 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

08-886 Approve purchase order to ProtecVideo LLC. for remote camera system software and annual license, \$150,276.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-887 Approve purchase order for annual license renewal for forensic and intelligence extraction/decryption software, \$132,635.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-888 Authorize contract with Sawgrass Consulting, LLC for engineering design and construction inspection services for 2020 PAYGO and 2021 CIP Resurfacing, \$962,600.00 (sponsored by Mayor Stimpson and Councilmembers Richardson, Manzie, Small, Williams, Daves, Rich, and Gregory) (submitted by Nick Amberger, Engineering Department).

21-889 Authorize contract with H. M. Yonge & Associates, Inc., Consulting Engineers for Fire Station #3 - Mechanical Improvements, \$25,500.00 (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering)

21-890 Authorize performance contract with Visit Mobile to grow and develop tourism associated with the discovery of the Clotilda (sponsored by Mayor

Stimpson & City Council) (submitted by Ricardo Woods, Legal Department).

23-891 Accept deeds for the acquisition of property for the McGregor Avenue Widening Project (Dauphin Street to Airport Boulevard) (sponsored by Mayor Stimpson & Councilmember Daves) (submitted by Michelle Melton, REAM).

31-892 Authorize a grant application to National Fitness Campaign (NFC) for the 2020-2021 FitLot Grant, \$150,000.00 (sponsored by Mayor Stimpson) (submitted by Shonnda R. Smith, Parks & Recreation Department).

37-893 Approve a Certificate of Public Convenience and Necessity to Shatonya Nicholson, d/b/a Bizzi Beez Carrier & Transportation Service LLC., for a shuttle service.

ESSENTIAL/COVID 19 ITEMS

08-894 Approve purchase order to Autonation Ford Mobile for 2021 Ford 250 4x4 crew cab pickup truck, \$36,943.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-895 Approve purchase order to CDW Government LLC for firewall security appliances, \$22,285.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-896 Approve purchase order to Atlantic Video Corporation to remove and replace video display wall in MPD Joint Ops Center, \$25,480.47 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-897 Approve purchase order to Dana Safety Supply Inc. for five mini 3-line message board signs with trailers, \$74,455.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

40-898 Declare the structure at 3828 Alba Club Road a public nuisance and order it demolished (sponsored by Councilmember Small).

40-899 Declare the structure at 1025 Hannon Road a public nuisance and order it demolished (sponsored by Councilmember Small).

40-900 Declare the structure at 1403 Linwood Drive E. a public nuisance and order it demolished (sponsored by Councilmember Small).

40-901 Declare the structure at 5661 King Street a public nuisance and order it demolished (sponsored by Councilmember Williams).

40-902 Declare the structure at 7125 Mobile Street a public nuisance and order it demolished (sponsored by Councilmember Williams).

40-903 Declare the structure at 2558 Kreitner Street a public nuisance and order it demolished (sponsored by Councilmember Daves).

40-904 Declare the structure at 7231 11th Street a public nuisance and order it demolished (sponsored by Councilmember Gregory).

58-905 Authorize removal of weeds, Group #1609.

21-906 Authorize contract with Corporate Environmental Risk Management, LLC for an EPA Cooperative Agreement for a Brownsfields Assessment Grant - Africatown Community; \$290,400.00 (sponsored by Mayor Stimpson & Councilpersons Richardson, Manzie, Small, Williams, Daves, Rich and Gregory) (submitted by Nick Amberger, Engineering Department)

03-908 Re-appoint Cody Adair to the Mobile Museum of Art Board (sponsored by Councilmember Williams) (submitted by Lisa C. Lambert, City Clerk).

11. CALL FOR PUBLIC HEARINGS

41-907 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Tawana L. Purifoy d/b/a True Love Transportation (scheduled for January 5, 2021).

12. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/9/2020 -
10:06 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/10/2020 -
2:27 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 3828 Alba Club Road - ME-047-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 1025 Hannon Road - ME-066-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 1403 Linwood Drive - ME-111-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:31 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember John C. Williams - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 5661 King Street - ME-067-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:32 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember John C. Williams - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 7125 Mobile Street - ME-095-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Joel Daves - ME-060-20

Purpose and Scope of Project:

Declaring the Structure at 2558 Kreitner Street.

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 2558 Kreitner Street - ME-060-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 7231 11th Street - ME-078-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

7/23/2020 - 3:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Michelle Melton, REAM

Sponsored by:

Mayor William S. Stimpson and Councilman Fredrick D. Richardson, Jr.

Purpose and Scope of Project:

Deem vacant landlocked parcel located at O'Connor Street and Leslie Avenue no longer needed for a public purpose and authorizing the sale to Helena Massey. This declaration is necessary to perform essential minimum functions of the Council and is necessary pursuant to the City of Mobile Real Estate Policy.

Amount of Contract:

\$11,601.00

Funding Source

Project #

Discretionary Funds

Project String Resolution 60-505 adopted on July 14, 2020

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Ordinance Routing Form	Cover Memo	12/1/2020
Draft Ordinance	Ordinance	12/1/2020
Resolution	Backup Material	12/1/2020
Purchase and Sale Agreement for O'Connor Parcel	Exhibit	12/1/2020

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate			

Asset Management Melton, Michelle

Approved

12/1/2020 -
11:16 AM

Legal Kern, Chris

Approved

12/1/2020 -
12:56 PM

Mayors Office Wesch, Paul

Approved

12/3/2020 - 9:14
AM

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

- I. Property Address: Vacant (Landlocked) Parcel on O'Connor Street and Leslie Ave.
City Council District and Zoning: D1 – Richardson; R-1 (residential)
Sale or Lease: Sale
Buyer or Lessee: Helena Massey
- II. Date of City Council Resolution Assenting to Sale or Lease: July 14, 2020; Resolution #60-505
- III. Advertisements:
- Dates: Initial RFB for \$18K published 8/12/20 for thirty (30) days; OBO RFB published 9/27/20 for an additional thirty (30) days. OBO Bid Opening was 10/28/20.
 - Methods: ☒ City Website ☒ For Sale sign posted
☐ Listed with brokers ☒ Other (explain)
- Letter to surrounding Landowners
- III. Lease (if applicable)
- Term _____
 - Rent _____
 - Options to renew _____
- IV. Method of Sale:
- ☐ Sale by Realtor ☐ Request for Proposals
☒ Request for Bids ☐ Negotiation
☐ Exchange (explain, including Party, Property) _____
☒ Adjacent Property Owner / Sidelot
☒ Sale for Less than Fair Market Value: ☐ Public Purpose (see V below)
☒ Other (explain): Buyer been maintaining the lot since 1973 and is the successful OBO bidder, as there were no successful or viable bids in first RFB. OBO Price is \$11,601.00
- V. Fair Market Value: \$18K; however not been re-assessed since 1973 b/c belonged to City
How Determined: ☐ MAI Appraisal; Date of Appraisal _____
Appraisal ordered by: ☐ CITY or ☐ PURCHASER
☒ Tax Assessor; _____
☐ Broker's Letter of Value
☐ Other; _____
- VI. Sale/Lease for Public Purpose identified:
- ☐ Non-profit (name & purpose) _____

☐ Public Entity (name & purpose) _____

- VII. If, side lot – Notice given to adjacent property owners: ☐ Yes ☐ No

If yes, date of notice: _____

Competing offers: ☒ Yes; (Explain) \$11,601 Helena Massey*; \$9K Beatrice Williams; and \$26.00 John Willis.

*Winning bidder.

☐ No

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

Sponsored by Mayor William S. Stimpson and Councilmember Fredrick D. Richardson, Jr.

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to Helena Massey.

SEE ATTACHED EXHIBIT 'A'

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

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

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

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

SECTION SIX: The proceeds from this sale are to be placed in the Public Facility Improvement Fund.

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

Adopted:

City Clerk

EXHIBIT A

Legal Description:

LOTS 65, 66, 67, 68 AND 69 OF TOULMINVILLE MANOR AS SHOWN BY PLAT
RECORDED IN MAP BOOK 4, PAGE 180, OF THE RECORDS IN THE OFFICE OF THE
PROBAGE JUDGE OF MOBILE COUNTY, ALABAMA.



60.505

2020

RESOLUTION

WHEREAS, the City of Mobile owns a vacant landlocked parcel located along O'Connor Street, Leslie Avenue, and Angel Street (the subject property); and

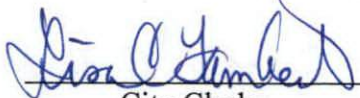
WHEREAS, the City is not utilizing the property; and

WHEREAS, the City would benefit from a sale of the property under favorable terms and conditions;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the subject property for sale. In the event that the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Adopted: JUL 14 2020


City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, 2020, by and between City of Mobile, hereinafter referred to as "Seller", and Helena Massey, hereinafter referred to as "Buyer";

WITNESSETH:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Buyer promises to purchase, subject to the terms and conditions contained below, that certain real property, as is, where is and hereinafter referred to as "the Property," owned by Seller and situated in Mobile in Mobile County, Alabama, an approximately 1.968 acre lot commonly known as Parcel No.: R022907420002004, Key No.: 00825003 and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. **PURCHASE PRICE**

The total Purchase Price for the property shall be ELEVEN THOUSAND SIX HUNDRED ONE AND NO/100 (\$11,601.00) DOLLARS.

2. **TERMS OF PAYMENT**

Buyer shall pay to Seller in certified funds at the closing of said Purchase and Sale the sum of ELEVEN THOUSAND SIX HUNDRED ONE AND NO/100 (\$11,601.00) DOLLARS.

3. **CLOSING AND POSSESSION:**

This sale shall be closed in the City of Mobile, Real Estate Office, located on the 4th floor of 205 Government Street at a time to be mutually agreed upon on or before THIRTY (30) days after all terms and conditions herein have been satisfied and complied with and after all paper work has been delivered, reviewed and accepted by the parties. **Seller shall provide (a) the quitclaim deed, and (b) property survey, if available. Buyer shall pay to record the deed.** In the event Buyer does not close on the property, Buyer shall make available to Seller any additional engineering performed on the property. Buyer shall pay any closing fee charged by the title company. Each party shall be responsible for its cost of legal representation, if any.

4. **TITLE AND CONVEYANCE**

At the closing, Seller shall convey to Buyer by Quitclaim Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the current ad valorem taxes not yet due and payable at the time of closing.

5. **RISK OF LOSS**

Pending the close of this transaction, the risk of loss or damage shall be on the Seller. At closing Seller shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

6. DISCLAIMER

Neither Buyer nor Seller has relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Purchase and Sale Agreement or in the preparation of this Agreement, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

7. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

8. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Seller and the Buyer, all other Purchase and Sale Agreements between Seller and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

9. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Seller:

City of Mobile
Attn: Real Estate Department, Gov't Plaza
205 Government St, 4th Floor
Mobile, Ala. 36633

To the Buyer:

Helena Massey
2105 O'Connor Street
Mobile, AL 36617

10. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

11. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Seller without proration.

12. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama.

13. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

14. TIME

Time is of the essence with this Agreement.

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

16. INDEMNIFICATION

Buyer agrees to indemnify and hold Seller, 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 Buyer, its principals, directors, agents and employees in the performance of this Agreement, for which the Seller is alleged to be liable. In the event that the Seller, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Buyer hereby agrees to pay all of Seller'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 Buyer or Seller, and these defenses and matters may be raised in the Seller's behalf in any action or proceeding arising under this Agreement.

17. IMMIGRATION

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

18. ANTI-DISCRIMINATION

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

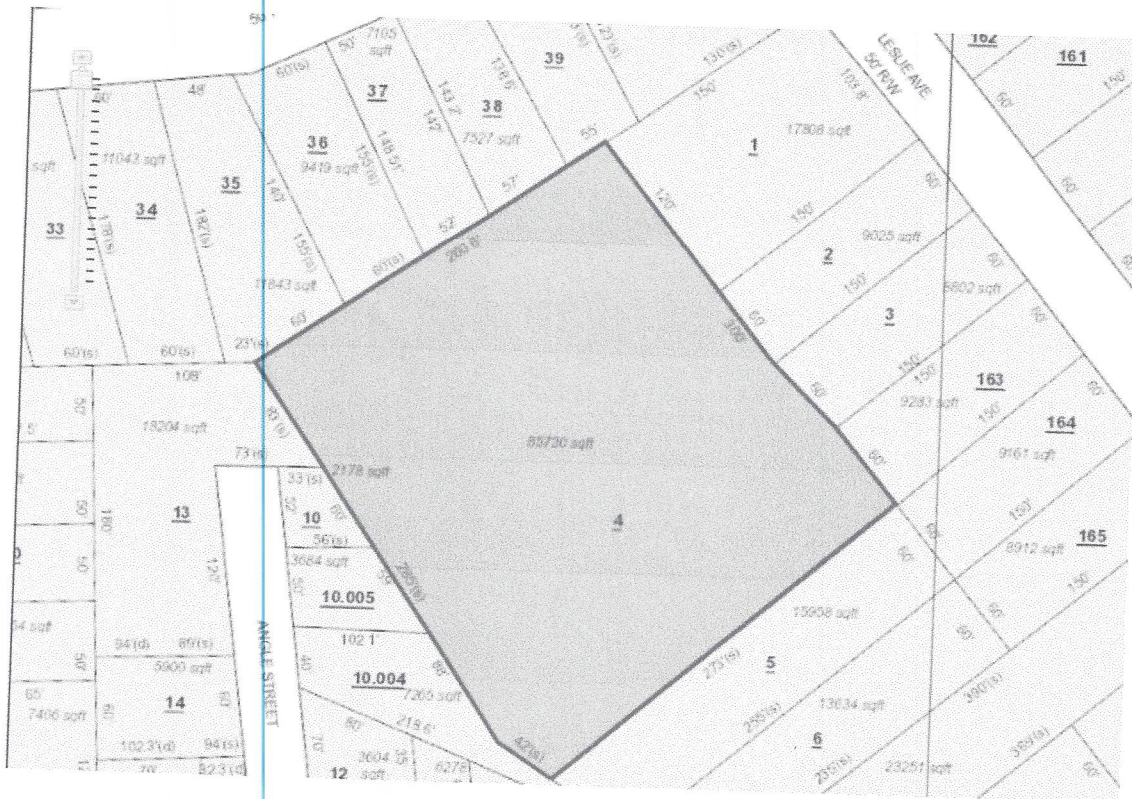
Exhibit A

O'CONNOR ST.

KEY NO. - 0825003

PARCEL NO - R022907420002004.

Lots 65, 66, 67, 68, and 69 of Toulminville Manor as shown by plat recorded in Map Book 4, page 180, of the records of Probate of Mobile County, Alabama.



IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLER:
CITY OF MOBILE

BY _____ date ____/____/____

ATTEST: _____
City Clerk

BUYER:

BY Helena Massey date ____/____/____

Helena Massey

STATE OF ALABAMA
COUNTY OF MOBILE

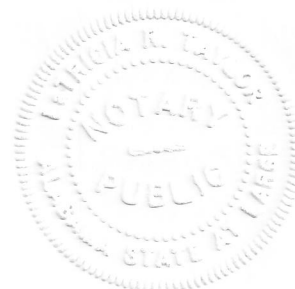
I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Helena Massey, has signed to the foregoing Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement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

Given under my hand this 23 day of November, 2020.

[Signature]
Notary Public

10/26/2021

My Commission Expires:





AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	12/3/2020 - 1:27 PM
Legal	Kern, Chris	Approved	12/3/2020 - 1:31 PM
Mayors Office	Wesch, Paul	Approved	12/3/2020 - 1:40 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/20/2020

Funding Source

Project # 1653 Dublin Street - ME-026-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	10/15/2020 - 9:03 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Nicholas Amberger

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To enter into an agreement with Mobile Baykeeper in support of the EPA Gulf of Mexico Trash Free Waters Grant project.

Amount of Contract:

\$172,380.00

Funding Source

Project # EPA Gulf of Mexico Trash Free Waters
Grant MX-01D08020

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	12/2/2020 - 2:33 PM
Legal	Kern, Chris	Approved	12/2/2020 - 2:35 PM
Legal	Kern, Chris	Approved	12/2/2020 - 2:36 PM
Mayors Office	Wesch, Paul	Approved	12/3/2020 - 9:14 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to ProtecVideo LLC for annual renewal of remote camera system software and storage for MPD.

General Fund

Amount of Contract:

\$150,276.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20201202 Protec Agenda Package POs	Cover Memo	12/2/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/3/2020 - 9:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2377</u>	2021	(1545) POLICE CYBER DIVISION	REMOTE CAMERA SYSTEM SOFTWARE AND STORAGE ANNUAL LICENSE (SOLE SOURCE)	\$150,276.00	<u>(294102)</u> <u>PROTECVIDEO</u> <u>LLC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002377-00 FY 2021 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor PROTECVIDE0 LLC P O BOX 7641	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300
---	--

SPANISH FORT, AL 36577

Tel#251-610-6802

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Delivery Reference
 ATTN: KEVIN LEVY 2514224275

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

MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/20	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

SOLE SOURCE OF SUPPLY.

001	THIS PRODUCT MUST INTERFACE WITH THE EXISTING CLOUD BASED SYSTEM. LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	150276.00000	150276.00
-----	---	--------------	--------------	-----------

COMBINED ANNUAL VIDEO SURVEILLANCE ACCESS, LICENSE, AND STORAGE FEES; REMOTE BASED SOFTWARE LICENSE.

Vendor Item
 Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.42140.	150276.00
---	--	-----------

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference
 ATTN: KEVIN LEVY 2514224275

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602
 Delivery Reference

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002377-00 FY 2021 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 2
---	--	--------

Vendor PROTECVIDE0 LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Delivery Reference ATTN: KEVIN LEVY 2514224275 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Delivery Reference ATTN: KEVIN LEVY 2514224275
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/20	294102				POLICE CYBER DIVISION

LN Description / Account	Qty	Unit Price	Net Price
ATTN: KEVIN LEVY 2514224275			

[Requisition Link](#)

Requisition Total	150276.00
-------------------	-----------

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	150276.00	9351793.20
POLICE CYBER DIVISION EXP	NON CONTRACTUAL SERVICES	

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

Activity	Date	Clerk	Comment
Forward	11/17/20	JOHN PAINE	
Approved	11/25/20	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	11/25/20	DONALD ROSE	Auto approved by: 9105fola
Approved	11/25/20	SANDRA LEWIS	Auto approved by: 9105fola
Approved	11/25/20	ANNE FOLEY	
Approved	11/25/20	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for renewal of licenses for forensic and intelligence extraction and decryption software.

General Fund

Amount of Contract:

\$132,635.00

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

Mayors
Office

Wesch, Paul

Approved

12/3/2020 -
11:49 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers Frederick D. Richardson, Jr., LeVon C. Manzie, C. J. Small, John C. Williams, Joel Daves, Bess Rich, and Gina Gregory

Purpose and Scope of Project:

To accept a contract with Sawgrass Consulting, LLC to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council - Public Works (Infrastructure/consultant/other related services.)

Amount of Contract:

\$962,600.00

Funding Source

Project # RSF21

Discretionary Funds

Project String 20002000-48020

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Rejected	11/19/2020 - 4:49 PM
Engineering Williams, LaShey	Approved	11/20/2020 - 10:33 AM
		11/20/2020 -

Engineering Amberger, Nick	Rejected	1:00 PM
Engineering Williams, LaShey	Approved	11/23/2020 - 10:22 AM
Engineering Amberger, Nick	Approved	11/23/2020 - 11:29 AM
Accounting Daniels, Bettye	Rejected	11/24/2020 - 10:01 AM
Accounting Daniels, Bettye	Approved	11/24/2020 - 10:18 AM
Accounting Daniels, Bettye	Rejected	11/24/2020 - 11:19 AM
Accounting Christian, Rebecca	Approved	12/2/2020 - 10:35 AM
Accounting Christian, Rebecca	Approved	12/2/2020 - 11:35 AM
Legal Kern, Chris	Approved	12/2/2020 - 1:25 PM
Legal Kern, Chris	Approved	12/2/2020 - 1:25 PM
Mayors Office Wesch, Paul	Approved	12/3/2020 - 9:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering

Sponsored by:

Councilmember Manzie & Mayor Stimpson

Purpose and Scope of Project:

The design of the mechanical system upgrades is essential to on-going government operations in order that design can be coordinated with the window repairs/replacement bid documents and the construction can be undertaken as immediately as possible. The condition of the existing mechanical system is insufficient and inefficient, necessitating proceeding with this project for the health and safety of the staff and the public.

Amount of Contract:

\$25,500.00

Funding Source

Project # Fire Station #3 (Central) - Mechanical Improvements

Discretionary Funds

Project String 20002000-42200

Contract Number:3061

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	12/1/2020 - 5:37 PM
Capital	Hollins, Tiffany	Approved	12/2/2020 - 9:38 AM
Legal	Kern, Chris	Approved	12/2/2020 - 11:50 AM

Mayors
Office

Wesch, Paul

Approved

12/3/2020 - 9:13
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Ricardo A. Woods, City Attorney, and Anitra Henderson, Executive Director
Community/Ext Affairs

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize and direct the Mayor and City Clerk to execute and attest, respectively, the Performance Contract with Visit Mobile to grow and develop tourism associated with the Africatown community and the corresponding discovery of the Clotilda.

Amount of Contract:

\$190,000.00

Effective Date of Contract:

12/15/2020

Funding Source

Project # Resolution for Performance Contract with
Visit Mobile

Discretionary Funds

Project String economic development project
number C0007

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/3/2020 - 2:10 PM
			12/3/2020 - 2:11

Legal	Kern, Chris	Approved	PM
Capital	Wesch, Paul	Approved	12/3/2020 - 2:15 PM
Mayors Office	Wesch, Paul	Approved	12/3/2020 - 2:17 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Michelle Melton, REAM and Nick Amberger, Engineering

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:

This acceptance of these ROW acquisitions is necessary to perform essential minimum functions of the Council. Third batch of ROW Acquisitions for the McGregor Ave. Widening Project (City Engineering Project No. 2013-202-07; ALDOT Project No. STPMB-7508(600)), funded out of Capital Budget C0159). Tracts 1, 5, and 35 (3 of 43 tracts). Jones Walker, LLP is closing agent pursuant to Engagement Letter (attached) dated May 22, 2018. See Resolutions 23-463 dated June 30, 2020 and 23-693 dated September 29, 2020, which were the first and second batches of ROW Acquisitions, respectively.

Amount of Contract:

\$50,700.00

Funding Source

Project # McGregor Avenue (Airport Blvd to Dauphin St.) 2013-202-07; ALDOT Project No. STPMB-7508(600)

Discretionary Funds

Project String 20002000-42200; See Also 23-463

Resolution dated June 30, 2020 and Resolution 23-693 dated Sept. 29,

Contract Number:3060

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

Grant Funds \$50,700.00 from ALDOT (City reimbursed at end of project)

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
COM & ALDOT ROW Agreement for McGregor Ave. Widening (STMP-	Executive Summary	12/1/2020

7508(600))

Deeds for Signed Agreements Tract 1, 5 and 35	Exhibit	12/1/2020
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LO Signed Agreements Tracts 1, 5, and 35	Backup Material	12/1/2020
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Jones Walker, LLP Letter of Engagement	Backup Material	12/1/2020
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REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	12/1/2020 - 3:02 PM
Capital	Hollins, Tiffany	Approved	12/1/2020 - 3:37 PM
Legal	Kern, Chris	Approved	12/1/2020 - 5:10 PM
Mayors Office	Wesch, Paul	Approved	12/3/2020 - 9:13 AM

01-290

RESOLUTION

1 2012

Sponsored by: Mayor Samuel L. Jones
Councilmember Copeland

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 construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

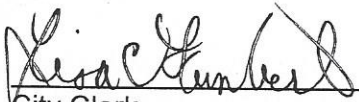
Name of Company: Alabama Department of Transportation

Project Name: McGregor Ave. from Dauphin St. to Airport Blvd.
Mobile County STPMB-7508 () *Right of Way Agreement*

Estimated Total Cost: \$2,080,000.00

Estimated City Funds: \$416,000.00

Adopted: JUL 31 2012



City Clerk

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

1. That the CITY enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

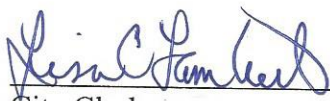
Right-of-Way Agreement for Project STPMB-7508 (), Project Reference Number 100052600 for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City of Mobile.

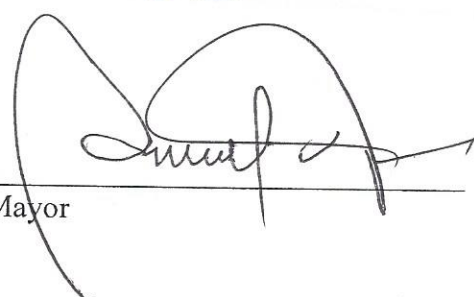
2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;
3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 31 day of July, 20 12.

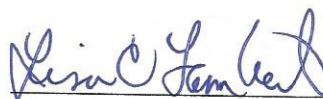
ATTESTED:


City Clerk


Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 31 day of July, 20 12, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the CITY on the 31 day of July, 20 12.


City Clerk

**AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE**

**Project STPMB-7508 ()
Project Reference Number 100052600
McGregor Avenue Additional Lanes from
Dauphin Street to Airport Boulevard
in the City of Mobile**

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Mobile Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City Mobile .

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover only the right-of-way acquisition phase of the work.

- (2) The right-of-way purchased under terms of this Agreement will be acquired by the STATE and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Division Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following procedure will apply:

Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Division Acquisition Manager.

- (3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.
- (4) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	<u>Total Estimated</u>	<u>Estimated Federal Funds</u>	<u>Estimated CITY Funds</u>
Right-of-Way Acquisition	<u>\$2,080,000</u>	<u>\$1,664,000</u>	<u>\$416,000</u>
TOTAL	\$2,080,000	\$1,664,000	\$416,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share.

- (5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.
- (8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.
- (10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

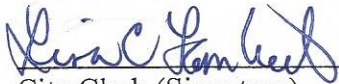
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (14) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at any time out of or connected with performed work.
- (15) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.
- (16) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

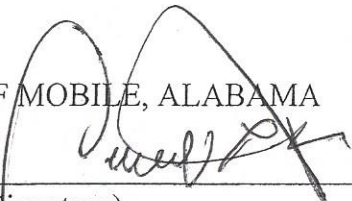
SEAL

ATTEST:


City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

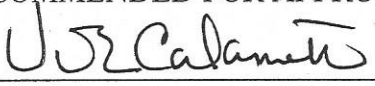
By: 
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

BY: _____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:


Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director,

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this _____ day of _____, 20_____.

GOVERNOR OF ALABAMA,

7/18/90

Exhibit M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the term sand commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA	)	PROJECT NO.	STPMB-7508 (600)
		CPMS PROJ. NO.	100052600
COUNTY OF MOBILE	)	TRACT NO.	1
		DATE:	June 4, 2020

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), _____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SE ¼ of SW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 1 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the southwest corner of Lot C, Pinebrook Shopping Center Subdivision, as recorded in Map Book 130, Page 20 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°47'01" E and along the south line of said Lot C a distance of 98.69 feet to a point on the acquired R/W line (said line offset 85.00' LT of and perpendicular to project centerline at Sta 10+19.94), which point is the point of BEGINNING;

thence N 52°09'35" E and along said acquired R/W line a distance of 48.29 feet to the present west right-of-way line of McGregor Avenue (variable R/W);

thence S 00°56'21" W and along said present R/W line and along the east line of said Lot C a distance of 29.49 feet to a point on the present north R/W line of Airport Blvd (said point being the southeast corner of said Lot C);

thence S 89°47'01" W and along said present R/W line and along the south line of said Lot C a distance of 37.65 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the

_____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State,
hereby certify that _____, whose name (s)
_____, signed to the foregoing conveyance, and
who _____ known to me, acknowledged before me on this day that, being informed of the
contents _____ of _____ this _____ conveyance,
_____ executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 20 _____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said
County, in said State, hereby certify that _____ whose
name as _____ of the _____ Company,
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged
before me on this day that, being informed of the contents of this conveyance, he, as such officer
and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20_____.

Official Title _____

ALABAMA DEPARTMENT OF REVENUE
TAXPAYER'S GUIDE (AND LOCKED) - O.C. 11/15/03
REOPENED FOR BIDS

CITY OF MOBILE, ALABAMA



to
STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____.
Dated _____ day of _____, 20____.

Judge of Probate

County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 1

DATE: June 4, 2020

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) _____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile, State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SE ¼ of SW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 1 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southwest corner of Lot C, Pinebrook Shopping Center Subdivision, as recorded in Map Book 130, Page 20 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°47'01" E and along the south line of said Lot C a distance of 98.69 feet to a point on the acquired R/W line (said line offset 85.00' LT of and perpendicular to project centerline at Sta 10+19.94);

thence N 52°09'35" E and along said acquired R/W line a distance of 44.90 feet to a point on the acquired TCE line (said point offset 50.00' LT and perpendicular to project centerline at station 10+48.04), which point is the point of BEGINNING;

thence N 00°56'14" E and along said acquired TCE line a distance of 77.13 feet to a point on said acquired TCE line (said point offset 50.00' LT and perpendicular to project centerline at station 11+25.14);

thence N 89°03'46" W and along said acquired TCE line a distance of 10.00 feet to a point on said acquired TCE line (said point offset 60.00' LT and perpendicular to project centerline at station 11+25.14);

thence N 00°56'14" E and along said acquired TCE line a distance of 40.00 feet to a point on said acquired TCE line (said point offset 60.00' LT and perpendicular to project centerline at station 11+65.12);

thence S 89°03'46" E and along said acquired TCE line a distance of 10.00 feet to a point on said acquired TCE line (said point offset 50.00' LT from project centerline at station 11+65.12);

thence N 00°56'14" E and along said acquired TCE line a distance of 65.00 feet to a point on said acquired TCE line (said point offset 50.00' LT and perpendicular to project centerline at station 12+30.09);

thence N 89°03'46" W and along said acquired TCE line a distance of 10.00 feet to a point on said acquired TCE line (said point offset 60.00' LT and perpendicular to project centerline at station 12+30.09);

thence N 00°56'14" E and along said acquired TCE line a distance of 55.00 feet to a point on said acquired TCE line (said point offset 60.00' LT and perpendicular to project centerline at station 12+85.07);

thence S 89°03'46" E and along said acquired TCE line a distance of 10.00 feet to a point on said acquired TCE line (said point offset 50.00' LT from project centerline and perpendicular to station 12+85.07);

thence N 00°56'14" E and along said acquired TCE line a distance of 153.61 feet to a point on said acquired TCE line (said point offset 50.00' LT and perpendicular to project centerline at station 14+38.17);

thence N 01°56'14" E and along said acquired TCE line a distance of 77.27 feet to a point on said acquired TCE line (said point offset 50.00' LT from project centerline and perpendicular to station 15+15.00);

thence N 88°03'46" W and along said acquired TCE line a distance of 5.00 feet to a point on said acquired TCE line (said point offset 55.00' LT and perpendicular to project centerline at station 15+15.00);

thence N 01°56'14" E and along said acquired TCE line a distance of 41.63 feet to a point on Grantor's north property line (said point offset 55.00' LT from project centerline at station 15+56.63) (said property line being the north line of Lot A of said Pinebrook Shopping Center Subdivision);

thence S 89°56'34" E and along Grantor's said north property line a distance of 5.59 feet to the present west R/W line of McGregor Avenue (variable R/W);

thence S 00°56'21" W and along said present west R/W line a distance of 507.66 feet to a point on said acquired R/W line (said point offset 47.35' LT and perpendicular to project centerline at station 10+50.17);

thence S 52°09'35" W and along said acquired R/W line a distance of 3.39 feet to the point of BEGINNING.

The described parcel contains 0.05 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I (we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

State of Alabama

_____ County

I, _____, a _____ in and for said _____ County, in said _____ State, hereby certify that _____ whose name _____ as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____
Dated _____ day of _____ 20____.

Judge of Probate

County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 5

DATE: Mary 10, 2019

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s)

_____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile, State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the NE ¼ of SW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 5 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southwest corner of Lot 2, Resubdivision of Lot 4, Pinewood, Block 1, as recorded in Map Book 132, Page 101 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°41'29" E and along the south property line of said Lot 2 a distance of 413.45 feet to

thence N 89°43'06" E and along Grantor's said north property line a distance of 14.75 feet to the present west R/W line of McGregor Avenue (variable R/W);

thence S 01°05'42" W and along said present R/W line a distance of 99.78 feet to Grantor's southeast property corner;

thence S 89°41'29" W and along Grantor's south property line a distance of 9.55 feet to the point of BEGINNING.

The described parcel contains 0.03 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said _____ County, in said _____ State, hereby certify that _____ whose name _____ as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title _____

to
ALABAMA

REASEMENT

ALABAMA

and for said County,
he within
ed in my office at
M., on the
_____, 20____,
Deed Record

20

of Probate

County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 35

DATE: March 13, 2019

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) _____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile, State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 23, Township 4 South, Range 2 West, identified as Tract No. 35 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the northeast corner of Lot 1, Ladd Place, First Addition, as recorded in Map Book 58, Page 35 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°22'45" W and along the north line of said Lot 1 a distance of 188.93 feet to a point on the acquired TCE line, which point is the point of BEGINNING;

thence N 89°22'45" W and along said north line a distance of 21.35 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 01°12'03" E and along said present R/W line a distance of 353.88 feet to a point on the acquired R/W line;

thence N 49°33'52" E and along said acquired R/W line a distance of 49.21 feet to a point on the acquired SE line (said point being offset 65.30' RT and perpendicular to project centerline at Sta 121+37.85);

thence N 85°44'17" E and along said acquired SE line a distance of 118.27 feet to a point on said acquired SE line (said point being offset 64.30' RT and perpendicular to project centerline at Sta 122+50.00);

thence N 04°05'49" E and along said acquired SE line a distance of 7.73 feet to the present south R/W line of Dauphin Street (variable R/W);

thence S85°54'11" E and along said present R/W line a distance of 42.35 feet to a point on the acquired TCE line;

thence S 03°55'23" W and along said acquired TCE line a distance of 19.66 feet to a point on said acquired TCE line;

thence S 86°33'15" W and along said acquired TCE line a distance of 179.60 feet to a point on said acquired TCE line (said point offset 88.43' RT and perpendicular to project centerline at Sta 43+72.76);

thence S 00°33'58" W and along said acquired TCE line a distance of 369.03 feet to the point of BEGINNING.

The described parcel contains 0.23 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of 3 years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will

warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for
said _____ County, in said _____ State, hereby certify that
whose name as
_____ of the _____ Company, a
corporation, is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day that, being informed of the contents of
this conveyance, he, as such officer and with full authority, executed the
same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the
day of _____, 20____,
and duly recorded in Deed Record
page _____
Dated _____ day of _____ 20____.

Judge of Probate

_____ County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA	)	PROJECT NO.	STPMB-7508 (600)
		CPMS PROJ. NO.	100052600
COUNTY OF MOBILE	)	TRACT NO.	35
		DATE:	March 13, 2019

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), _____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SW ¼ of NE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 35 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the northeast corner of Lot 1, Ladd Place, First Addition, as recorded in Map Book 58, Page 35 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°22'45" W and along the north line of said Lot 1 a distance of 210.28 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 01°12'03" E and along said present R/W line a distance of 353.88 feet to a point on said present R/W line, which point is the point of BEGINNING;

thence N 01°12'03" E and along said present R/W line a distance of 59.51 feet to a point on the present south R/W line of Dauphin Street (variable R/W);

thence S 85°54'11" E and along said present R/W line a distance of 143.47 feet to a point on the acquired R/W line;

EXHIBIT A-2

thence S 85°55'37" W and along said acquired R/W line a distance of 94.69 feet to a point on said acquired R/W line (said point offset 55.00' RT and perpendicular to project centerline at Sta 45+45.00);

thence S 49°34'01" W and along said acquired R/W line a distance of 65.56 feet to the point of BEGINNING.

The described parcel contains 0.06 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

216 1170
EXHIBIT - 11-1

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the

_____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State,
hereby certify that _____, whose name (s)
_____, signed to the foregoing conveyance, and
who _____ known to me, acknowledged before me on this day that, being informed of the
contents _____ of _____ this _____ conveyance,
_____ executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

County

I, _____, a _____ in and for said
County, in said State, hereby certify that _____ whose
name as _____ of the _____ Company,
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged
before me on this day that, being informed of the contents of this conveyance, he, as such officer
and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20_____.

Official Title

to
STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the
day of _____, 20____,
and duly recorded in Deed Record _____
page _____.
Dated _____ day of _____, 20____.

Judge of Probate

County, Alabama.

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, INC.
MARK A. WATTIER - PLS
851 E I-65 SERVICE RD S; STE 1000
MOBILE, ALABAMA 36606

STATE OF ALABAMA

COUNTY OF MOBILE

PROJECT NO. STPMB-7508 (600)

CPMS PROJ. NO. 100052600

TRACT NO. 35

DATE: March 13, 2019

**RIGHT OF WAY DEED
FOR PERMANENT SLOPE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s) cash in hand paid, the receipt of which is hereby acknowledged, as I (we), the undersigned grantor(s),

_____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama Department of Transportation a permanent slope easement and right of way including all right, title and interest in and to all timber growing or at any time located within the right of way and easement limits, upon the land hereinafter described, together with the right to locate or relocate utilities, and to enter upon such described land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or highway slope. The slope easement and right of way hereby granted is more particularly located and described as follows:

A part of the SW ¼ of NE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 35 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the northeast corner of Lot 1, Ladd Place, First Addition, as recorded in Map Book 58, Page 35 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°22'45" W and along the north line of said Lot 1 a distance of 210.28 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 01°12'03" E and along said present R/W line a distance of 353.88 feet to a point on the acquired R/W line;

thence N 49°33'52" E and along said acquired R/W line a distance of 49.21 feet to a point on the acquired R/W line, said point being the point of BEGINNING (said point being offset 65.30' RT and perpendicular to project centerline at Sta 121+37.85);

thence N 49°33'52" E and along said acquired R/W line a distance of 16.35 feet to a point on the acquired R/W line (said point being offset 55.00' RT and perpendicular to project centerline at Sta 121+45.00);

thence N 85°55'37" E and along said acquired R/W line a distance of 94.69 feet to the present south R/W line of Dauphin Street (variable R/W), (said point being offset 55.00' RT and perpendicular to project centerline at Sta 122+39.58);

thence S 85°54'11" E and along said present R/W line a distance of 11.63 feet to the acquired SE line (said point being offset 56.70' RT and perpendicular to project centerline at Sta 122+51.10);

thence S 04°05'49" W and along said acquired SE line a distance of 7.73 feet to the acquired SE line (said point being offset 64.30' RT and perpendicular to project centerline at Sta 122+50.00);

thence S 85°44'17" W and along said acquired SE line a distance of 118.27 feet to the point of BEGINNING.

The described parcel contains 0.03 acre, more or less.

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, the said slope easement and right of way including all right, title, and interest in and to such timber aforementioned unto the State of Alabama and unto its successors and assigns forever.

And the said grantor(s) hereby covenant(s) with the State of Alabama that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that I (we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the purchase price, above stated, I (we) hereby release the state of Alabama, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress to and egress from, grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

In witness whereof I (we) have hereunto set my (our) hand(s) and seal(s) this the _____ day of _____, 20__.

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name (s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 20__.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said County, in said State,
hereby certify that _____ whose name as
_____ of the _____ Company, a corporation, is signed to
the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the
contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the
act of said corporation.

Given under my hand this _____ day of _____, A.D. 20____.

Official Title _____

to

STATE OF ALABAMA

PERMANENT DRAINAGE

EASEMENT

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o'clock _____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____.
Dated _____ day of _____, 20____.

Judge of Probate

_____ County, Alabama.

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

**Project No. STPMBF-7508(600)
Tract No. 1PAR**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Pinebrook Investments, LLC.**, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase from the party of the second part certain property, known as Right of Way **Tract No. 1** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$17,600.00** to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

SEE ADDENDUM ATTACHED AND MADE
A PART HEREOF ON PARAGRAPH 8 below.

and excludes payment for the following items appraised as personalty:
N/A

3. The party of the first part offered \$17,600.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with _____. The party of the first part accepts the counter offer.

4. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

6. The party of the first part agrees to pay the sum of ___N/A___ dollars to the party of the second part upon the satisfactory completion of the following work: N/A

which work shall be completed within N/A days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on _____.

8. Exceptions and additional conditions: SEE ADDENDUM ATTACHED

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 22nd day of October, 2020.

WITNESSES:

Edmund H. Delaney
Brian J. P.

Pinebrook Investment, LLC

Wozel
Land Owner(s)

LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 5TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Jerry and Tanya Lawrence**, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 5** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$3,300.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Temporary Construction Easement 5TCE1 as shown on attached sketch

3. The party of the first part offered _____ total to the party of the second part for the above referenced property. The party of the second part counter offered with _____. The party of the first part accepts the counter offer.

4. The party of the first part agrees that the Temporary Construction Easement area will be returned to, or as nearly as possible to, its condition prior to construction.

5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way.

6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 7
day of November 2020

WITNESSES:

Randi Borrego
Jeff M

Jana C. Saurone
Jay C. Saurone Jr
Land Owner(s)

LPA Engineer or
designated representative

AGREEMENT
(Fee simple)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 35 PAR1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Pelham Fleetwood Ladd, James Milton Ladd, John Judson Freeman, Noel Radcliff Davis, Joseph Ladd Davis**, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase from the party of the second part certain property, known as Right of Way Tract No. 35 of Federal Aid Project Number **STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$25,000.00** to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Right of Way 35 PAR 1 as shown on attached sketch.

and excludes payment for the following items appraised as personalty:
N/A

3. The party of the first part offered **\$25,000.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with N/A. The party of the first part accepts the counter offer.

4. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

6. The party of the first part agrees to pay the sum of N/A dollars to the party of the second part upon the satisfactory completion of the following work:
N/A

which work shall be completed within N/A days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on _____.

8. Exceptions and additional conditions: Conveyance of easement is subject to all matters of record.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 10 day of November, 2020.

WITNESSES:

Heather M. Queen (for Joseph Ladd Davis Signature)

W. Knott (for Samuel M Ladd John Jackson Freeman)

Debra Gaurer (for Pelham Ladd)

_____ (for Rodcliff Davis)

Joseph Ladd Davis

Samuel Ladd
James M Ladd

John Jackson Freeman
Pelham Ladd

Noel Rodcliff Davis
Land owner(s)

LPA Engineer or
representative

**AGREEMENT
(Permanent Slope Easement)**

**MOBILE COUNTY
STATE OF ALABAMA**

**Project No. STPMBF-7508(600)
Tract No. 35 SE1**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and Pelham Fleetwood Ladd, James Milton Ladd, John Judson Freeman, Noel Radcliff Davis, Joseph Ladd Davis, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase from the party of the second part certain property, known as Right of Way Tract No. 35 of Federal Aid Project Number **STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$8,300.00 to the party of the second party by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Permanent Slope Easement 35 SE 1 as shown on attached sketch.

and excludes payment for the following items appraised as personalty:
N/A

3. The party of the first part offered \$8,300.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with N/A. The party of the first part accepts the counter offer.

4. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the

party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

6. The party of the first part agrees to pay the sum of N/A dollars to the party of the second part upon the satisfactory completion of the following work: N/A

which work shall be completed within N/A days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on _____.

8. Exceptions and additional conditions: Conveyance of easement is subject to all matters of record

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 10 day of November, 2020.

WITNESSES:

William M. Cleaver (for Joseph Ladd Davis signature)

John Judson Freeman (for James M. Ladd)

Debbie Garner (for Pelham Ladd)

Paul R. Ladd (for Paul R. Ladd)

Joseph Ladd Davis

James M. Ladd

John Judson Freeman
Pelham Ladd

Paul R. Ladd
Paul R. Ladd Davis
Land owner(s)

LPA Engineer or
representative

**AGREEMENT
(Temporary Construction Easement)**

**MOBILE COUNTY
STATE OF ALABAMA**

**Project No. STPMBF-7508(600)
Tract No. 35 TCE1**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Pelham Fleetwood Ladd, James Milton Ladd, John Judson Freeman, Noel Radcliff Davis, Joseph Ladd Davis**, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 35** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$17,400.00** to the party of the second part by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Temporary Construction Easement 35 TCE 1 as shown on the attached sketch.

3. The party of the first part offered **\$17,400.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with N/A. The party of the first part accepts the counter offer.

4. The party of the first part agrees that the Temporary Construction Easement area will be returned to, or as nearly as possible to, its condition prior to construction.

5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way.

6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 10
day of November, 2020.

WITNESSES:

William M. Owen (for Joseph Ladd Davis signature)

John Judson Freeman (for James M. Ladd)

Delbert Garner (for Pelham Ladd)

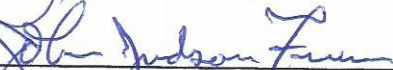
Noel R. Ladd (for Noel R. Ladd Davis)



Joseph Ladd Davis

James M. Ladd

James M. Ladd



John Judson Freeman

Pelham Ladd



Noel R. Ladd Davis

Land owner(s)

LPA Engineer or
representative



RSA BATTLE HOUSE TOWER
11 NORTH WATER STREET, SUITE 1200
MOBILE, ALABAMA 36602
251-432-1414
FAX 251-433-4106
www.joneswalker.com

Kenneth A. Watson
Direct Dial: 251-439-7555
Direct Fax: 251-439-7378
kwatson@joneswalker.com

May 22, 2018

VIA EMAIL: john@cityofmobile.org

Mr. John J. Olszewski
Real Estate Officer
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Re: Engagement to represent City of Mobile on Project No. STPMB-7508(600)
McGregor Avenue from Airport Blvd. to Dauphin Street

Dear John:

Following up on our recent discussions, I write to confirm the terms of my engagement to represent the City of Mobile ("City") in connection with the acquisition of the tracts needed for the above referenced project. This representation may include the acquisition of tracts by deed and other work in connection therewith, proceedings in probate court, circuit court, and appellate courts, if necessary.

I understand that the City will be the lead acquiring authority. However, because the project is partially federally funded, the Alabama Department of Transportation ("ALDOT") will exercise oversight of our activities. This may include adherence to applicable State and federal acquisition regulations and policies, and approval of our recommendations concerning amounts to be paid to acquire tracts by agreement and to settle tracts which proceed into litigation. Likewise, payment of fees and expenses in connection with this representation will be governed by ALDOT's Standard Schedule of Attorney Fees for Right-of-Way Acquisition (Revised August 2012) which are attached hereto and incorporated herein by reference.

JONES WALKER LLP

ALABAMA {MB308746N}

DISTRICT OF COLUMBIA

FLORIDA

GEORGIA

LOUISIANA

MISSISSIPPI

NEW YORK

TEXAS

Mr. John J. Olszewski
Real Estate Officer
City of Mobile
May 22, 2018
Page 2

In light of my experience in condemnation matters, including working on many projects with ALDOT, I will be the attorney primarily working on this project. However, other attorneys and/or paralegals in my firm may assist. The fees of all attorneys and paralegals who work on this matter will be governed by ALDOT's Standard Schedule referred to above.

Our statements for fees and services generally will be submitted monthly. I understand and agree that our statements will be submitted to the City, which in turn will be submitted by the City to ALDOT; ALDOT will pay the City, which in turn will make payment to my firm.

I trust that you concur that the terms of this representation as set forth above are consistent with our discussions and agreeable. If that is correct, please execute or have the appropriate City official execute in the space provided below.

John, I look forward to working with you and other representatives of the City on this project. Of course, if you have any questions or require anything further please do not hesitate to call.

Cordially yours,



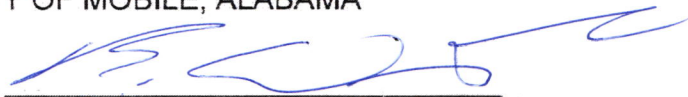
Kenneth A. Watson

For the Firm

KAW/bj
Encl.

The terms of the representation as set forth above are agreed.

CITY OF MOBILE, ALABAMA

By: 

As its: City Attorney

**ALABAMA DEPARTMENT OF TRANSPORTATION
STANDARD SCHEDULE OF ATTORNEY FEES
FOR RIGHT OF WAY ACQUISITION**

1. TITLE OPINIONS:

Compensation in the amount of \$375.00 per tract. All title opinions shall cover a sixty (60) year period.

Upon the request of ALDOT, a complete abstract may be prepared and will be reimbursed at the cost of preparing the abstract, plus ten (10) percent.

In those instances where it becomes necessary to update the title certificate, a fee of \$100.00 may be charged.

2. CLOSING:

Closing costs shall be compensated at \$500.00. Closing costs include, but are not limited to, all forms required by ALDOT, the taking of acknowledgements on deeds, mortgages, and other documents, delivery of checks, and recording of deeds and other documents. A fee of \$75.00 may be charged for obtaining a release on each mortgage, lien, and other encumbrance, curative work, affidavits, certificates or similar documents.

3. CONDEMNATION IN PROBATE COURT:

A fee of \$250.00 per tract for filing the petition, up to and including the first five tracts in any one petition, shall be paid.

A fee of \$100.00 per tract for all tracts over five in one petition shall be paid.

The work in Probate Court and payment allowed under this section includes all actions and matters (except as noted in Section 4 below) necessary to complete the acquisition of right of way and the making of the final order of condemnation in Probate Court.

This covers receipt and preparation of all documents, written pleadings and filings in Probate Court, including the Lis Pendens, Commissioners Report and Final Order; all necessary notices to parties having an interest in the property; all matters, documents and other items pertaining to service of process; and all other

documents and papers prepared or filed to complete the proceedings through title acquisition.

- The attorney may be paid at the appropriate hourly rate for necessary consultations, including telephone conversations, actually held by the attorney with ALDOT personnel only, provided the time is fully documented and properly invoiced with the names of ALDOT personnel consulted and the time spent set forth in the invoice. No payment will be made for telephone conversations in which ALDOT personnel are requesting or discussing performance of the attorney. No payment will be made to the attorney for consultation with anyone with respect to any matter unless first approved in writing by ALDOT.

4. TRIAL WORK IN PROBATE COURT:

An hourly rate of \$120.00 shall be paid for representation in Probate Court including, but not limited to Commissioner's Hearings.

An hourly rate of \$110.00 shall be paid for out of court work including but not limited to, research, case preparation, conferences and telephone calls.

Except for the items set forth in Sections 1, 2, 3 and 4, no additional payments will be made in connection with property acquisition up to and through Probate proceedings unless approved in writing by Chief Counsel.

The time spent in the preparation of a case in Probate Court should be fully documented in the office records of the attorney and in the records of the Division which is utilizing the attorney's services so as to support final billing. Compensation for research and study of the law shall be pre-approved upon written request of the attorney stating the reasons for the request.

5. APPEALS TO CIRCUIT COURT (PRE-TRIAL AND TRIAL):

An hourly rate of \$125.00 shall be paid for representation in Circuit court.

An hourly rate of \$115.00 shall be paid for out of court work, including but not limited to, research, case preparation, conferences and telephone calls.

The time spent in the preparation of a case in Circuit Court should be fully documented in the office records of the attorney and in the records of the Division which is utilizing the attorney's services so as to support final billing. Compensation for research and study of the law shall be pre-approved upon written request of the attorney stating the reasons for the request.

6. POST TRIAL AND EXTRAORDINARY MOTIONS

An hourly rate of \$120.00 per hour shall be paid for post-trial and extraordinary motions. Post trial and extraordinary motions must be pre-approved upon written request of the attorney stating the reasons for the request.

7. TRIAL SUMMATION AND OPINION REGARDING APPEAL:

\$65.00 (Required for all cases.)

8. APPEALS TO SUPREME COURT:

An hourly rate of \$135.00 per hour not to exceed \$5,400.00 shall be paid for appellate work.

Should an appeal involve an extraordinary or difficult issue, contain an extremely large amount of testimony and a large number of pre and post trial motions, the base hourly rate may be increased upon request of the attorney and approval of the Chief Counsel. A written request must be made to the Division by letter before filing the appeal. Failure to timely request a rate increase waives the right to request a rate above the base appellate rate.

9. TRAVEL COSTS

All time for travel outside the attorney's county of residence shall be billed at one-half the appropriate hourly rate plus the mileage rate as approved by the State Comptroller. No travel costs within the attorney's county of residence are reimbursable.



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Shonnda R. Smith, Senior Director of Parks and Recreation

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

We're requesting to apply for a Grant with National Fitness Campaign, (NFC) to receive funds to assist with building outdoor fitness equipment at City Parks, which specifies the terms of a fitness-class-based programmatic grant (the "Program Grant") between the City of Mobile ("Community Partner") and FitLot, Inc. ("FitLot").

We're requesting 30,000.00 for each site and will be submitting for five sites over the next five years.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds 150000.00

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Smith, Shonnda	Approved	11/25/2020 - 11:58 AM
Legal	Kern, Chris	Approved	12/2/2020 - 4:00 PM
Mayors Office	Wesch, Paul	Approved	12/3/2020 - 9:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/19/2020 -
11:18 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Autonation Ford Mobile for ne 2021 Ford F250 4x4 crew cab pickup truck

General Fund

Amount of Contract:

\$36,943.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20201207 Autonation Agenda PAcage POs	Cover Memo	12/7/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/8/2020 - 8:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1156</u>	2021	(F7000) MOTOR POOL	2021 FORD F250 4X4 CREW CAB PICKUP TRUCK (SEALED BID 5494)	\$36,943.00	<u>(270013)</u> <u>AUTONATION</u> <u>FORD MOBILE</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001156-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
 AUTONATION FORD MOBILE
 901 E I-65 SERVICE RD S

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-478-3351
 Fax 251-643-1244

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/20	270013	10/21/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK PICKUP, ¾ TON, 4X4, CREWCAB, 6.5 FOOT BED, UP FITTED AS PER SPECIFICATIONS. VENDOR TO PROVIDE 2021 ¾ TON FORD 4X4 SUPERDUTY CREWCAB PICKUP TRUCK UPFITTED AS PER SPECIFICATIONS. AS PER MY BID #5494 AND YOUR QUOTE Additional Description Notes ----- 2021 FORD F250 BOMB TRUCK. REQUESTED BY POLICE DEPARTMENT.	1.00 EACH	36943.00000	36943.00

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.	36943.00
--	----------

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total

36943.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001156-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released
--	--

Page 2

Vendor AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/20	270013	10/21/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E	MP01530 .VEHICLEEXP.	.	36943.00	1380759.52

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		
	36943.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	12/05/20	JOHN PAINE	GL Allocation changed
Approved	10/21/20	DIANE MCCARTY	
Queued	12/05/20	DIANE MCCARTY	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		HEATHER KIHYET	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____

Signature

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

This is Not an Order

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

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/17/2020	5494	MOTOR POOL	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M., Friday, December 4, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx. 1-2	2021 OR NEWER ¾ TON 4X4 CREW CAB PICKUP 2021 or newer ¾ ton, 4x4 crew cab pickup truck as per the following and attached specifications and upfitted as per the following: Make _____ Model _____ Provide literature with specifications Upon award, the City will purchase a minimum of (1) ¾ ton, 4/4 crew cab pickup. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
	Page 1 of 1		TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

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

2020 or newer FORD F250 CREW CAB 4X4 TRUCK Standard Bed - Black in Color

To include the following options :

Gas V8 Engine,
6.5 ft Bed length
HD Automatic Transmission,
Air Conditioning, AM/FM,
Tow Package w/ 7/4 plug,
Pwr Tow Mirrors w/ Spot Mirrors,
Trailer Sway Control,
Vinyl Flooring,
Tilt Wheel,
Pwr Windows and Locks/w remote,
Factory Upfitter Switches,
Weather Mats,
Backup Camera,
Must be able to disable "Daytime Running Lights"

The following products shall be provided by vendor and installed on the above vehicles

- 1 Ea. Able2Products Compact Siren Controller – Sho-Me P/N 30.2109
 - 1 Ea. Whelen 100 watt Siren Speaker with bracket for 2018 Ford F250
P/N SA315P No Substitutions
 - 2 Ea. LED Dash Light BLUE – SoundOff Signal P/N ENFSWS3B
With SoundOff Signal Bracket P/N PNFSLDGSB
 - 1 Ea. 12K Warn Winch w/ remote and Brush Guard
 - 1 Ea. Driver's Side Post Mount H3 100 watt halogen Spotlight
 - 1 Ea. DrawTite Brake Controller
 - 1 Ea. Heavy Duty Suspension
 - 1 Ea. HD Alternator
 - 1 Ea. Black Cab Steps
 - 1 Ea. 4 Corner Strokes
 - 1 Ea. Brass ¾ Hole Permanent Mount, 17ft RG58 MaxRad P/N NM058U-NC or equal
 - 1 Ea. Mini UHF RG58 Connector – Motorola #2880376E84 No Substitutions
 - 1 Ea. ATM Mini Fuse Block Panel 4 or 6 Gang 12 Volt Blade
- 1.) All above equipment to be installed prior to delivery
 - 2.) Install shall include a Harris radio wiring harness that shall be provided to contractor by the city.

All installations must be professional and neat in appearance and performed by one organization. All manner of installation and wiring must be uniform and appropriate for the equipment being used

Item #1 – Sound Off dash/deck lights – will be installed as per manufacturer's specifications using factory supplied mounting brackets. All cable will be routed behind trim and floor covering and positioned as to not interfere with other components.

Item #2 – Rear LED lights with mounting brackets - will be installed as per manufacturer's specifications using factory supplied mounting brackets. All cable will be routed behind trim and floor covering and positioned as to not interfere with other components.

Item #3 – Lighted rocker switches X2 – Dash mounted location to be specified.

- Switch 1: Controls front LED Light Bar and factory flashers.
- Switch 2: Controls Rear LED spoiler lights.

Item #4 – Sho-me 100 Watt Siren control box – Will be installed in dash or console (to be determined based on space requirements). Wiring connections for this item will be connected as follows:

Power: Front Power Distribution Connector.

Ground: attached to vehicles factory supplied ground lug.

Speaker: attached to factory wiring harness that is connected to siren speaker.

Control switches: connected to the siren controller and mounted at location to be specified.

Item #5 – Whelen SA315P, 100 Watt Siren Speaker with Whelen Bracket – will be installed behind the grill utilizing the supplied bracket with manufacturer's factory supplied hardware.

Item #6 – Mobile Radio Wiring – wiring harness for this item will be connected as follows: (to also include Antenna Cable)

Power: connected to Power Distribution Connector.

Ignition: connected to Power Distribution Connector.

Ground: connected to ground lug.

There are 2 power wiring harnesses, 1 for the radio head unit and 1 for the MRU trunk unit which will be mounted in the trunk. A 3pin data cable will run between these 2 units.

A coaxial antenna cable will be roof mounted and terminated with a TNC connector. A radio speaker will be mounted with the supplied mounting bracket and hardware to a location to be specified.



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 insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

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 two Sonicwall NSA 5650 firewall security appliances.

General Fund.

Amount of Contract:

\$22,285.92

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20201208 CDW Agenda Package POs	Cover Memo	12/8/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/9/2020 - 9:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2086</u>	2021	(5000) INFORMATION TECHNOLOGY	SONICWALL NSA 5650 HIGH AVAILABILTY, AND SONICWALL NSA 5650 ADAVANCED EDITION, FIREWALL SECURITY APPLIANCES (NATIONAL IPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$22, 285.92	<u>(272932) CDW GOVERNMENT LLC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002086-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/10/20	272932	11/13/20			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER NATIONAL IPA TECHNOLOGY SOLUTIONS CONTRACT #2018011-01 AND CDW QUOTE #LSQX408.

001	ITEM: Sonicwall NSA 5650 High Availability security appliance Supplier Part No: 5062830 Manufacturer Part No: 01-SSC-3217 Manufacturer Name: SONICWALL HW Supplier Quote No: 33485:LSQX408 NIGP: UNSPSC: 43222501	1.00 EACH	5359.20000	5359.20
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1	2000.80.00.0000.0000.0000.0000.47010. E E0026 .CAPEQUIPMT.			5359.20
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	ITEM: Sonicwall NSA 5650	1.00	16926.72000	16926.72
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002086-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/10/20	272932	11/13/20			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Advanced Edition security appliance Secure Upgrade Supplier Part No: 5062827 Manufacturer Part No: 01-SSC-4346 Manufacturer Name: SONICWALL HW Supplier Quote No: 33485:LSQX408 NIGP: UNSPSC: 43222501	EACH		

1	2000.80.00.0000.0000.0000.0000.47010. E E0026 .CAPEQUIPMT.			16926.72
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total	22285.92
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0026 .CAPEQUIPMT.	22285.92	51516.95

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

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to Atlantic Video Corporation for the removal and replacement/installation of the video display wall in the MPD Joint Operations Center.

General Fund

Amount of Contract:

\$25,480.47

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20201208 AVC Agenda Package POs	Cover Memo	12/8/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/9/2020 - 9:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1258</u>	2021	(1530) POLICE ADMIN SERVICES	REMOVE AND REPLACE VIDEO DISPLAY WALL IN MPD JOINT OPS CENTER (PUBLIC WORKS LESS THAN \$50K, BID NOT REQUIRED, PRICE QUOTE ONLY)	\$25,480.47	<u>(018350)</u> <u>ATLANTIC VIDEO</u> <u>CORPORATION</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001258-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor ATLANTIC VIDEO CORPORATION 2866-C DAUPHIN ST	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
---	--

MOBILE, AL 36606

Tel#251-478-8021
Fax 251-478-8051

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/20	018350				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

THIS IS BEING PURCHASED UNDER THE PUBLIC WORKS TITLE 39-2-1 (6) AND 39-2-2 (b)(1) SECTIONS OF THE STATE OF ALABAMA BID LAW. IT IS CONSIDERED AN IMPROVEMENT TO A PUBLIC BUILDING AND IS UNDER \$50,000.

001	REFRESH & REPAIR EXISTING 55" VIDEO WALL PANELS AND NODES IN JOC. RE-PROGRAM NODES AND CONTROL TO INCLUDE 4 ON-SITE SERVICE CALLS FOR 1 YEAR	1.00 EACH	0.00000	0.00
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1	2000.80.00.0000.0000.0000.0000.47010. E E0017 .CAPEQUIPMT.			.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

002	PHOENIX PROCESSING NODE v2 (REFURB) FOR TWO DVI DISPLAYS, TWO DVI INPUTS THAT INCLUDE AUDIO AND USB K&M, PLUS RTSP AND NETWORK	2.00 EACH	4167.30000	8334.60
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001258-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
ATLANTIC VIDEO CORPORATION
2866-C DAUPHIN ST

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
Fax 251-478-8051

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/20	018350				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47010. E E0017 .CAPEQUIPMT.			8334.60

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

003	-REMOVE EXISTING 18 PANELS AND REPLACE WITH 18 CITY OWNED NEW PANELS -MODIFY EXISTING MOUNTS TO ACCOMMODATE NEW PANEL SIZE -PACK EXISTING PANELS INNEW PANEL BOXES FOR STORAGE -REMOVE AND REPLACE EXISTING 2 MALFUNCTIONING PHOENIX NODES WITH 2 REPLACEMENTS NODES. -SETUP SYSTEM AND IP INFRASTRUCTURE TO PERMIT COMPLETE FUNCTIONALITY OF THE NEW NODES WITH EXISTING WALL COMPONENTS -MODIFY IP SYSTEM TO ALLOW BACK CHANNEL LOOPING AND/OR IP SYNCHING	1.00 LOT	13500.00000	13500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001258-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor ATLANTIC VIDEO CORPORATION 2866-C DAUPHIN ST	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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MOBILE, AL 36606

Tel#251-478-8021
Fax 251-478-8051

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/20	018350				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	ADDRESS -SYSTEM SET-UP, COMMISSIONING DOCUMENTATION, AND TRAINING -PRICE INCLUDES 4 ONSITE SERVICE CALLS FOR 1 YEAR			

1	2000.80.00.0000.0000.0000.0000.47010. E E0017 .CAPEQUIPMT.			13500.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

004	-CHANGE EXISTING CRESTRON CONTROL PROGRAM TO SUPPORT NEW DISPLAY PANELS AND MODIFY TO REPAIR NON-FUNCTIONING LEFT 70" PANEL CONTROL -UPGRADE TOUCH PANEL AND CONTROL PROCESSOR FIRMWARE -MODIFY TOUCH PANEL GUI FOR FUTURE CHANGING SYSTEM TO VOIP -UPGRADE FIRMWARE PHOENIX WEB MANAGER CONTROL SYSTEM TO LATEST VERSION	1.00 LOT	1250.00000	1250.00
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1	2000.80.00.0000.0000.0000.0000.47010.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001258-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor
 ATLANTIC VIDEO CORPORATION
 2866-C DAUPHIN ST

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
 Fax 251-478-8051

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/20	018350				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
E E0017	.CAPEQUIPMT.			1250.00

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

005	COLOR BALANCE TO INCLUDE: ON SITE SERVICES AND TRAVEL.	1.00 EACH	2261.87000	2261.87
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1	2000.80.00.0000.0000.0000.0000.47010. E E0017 .CAPEQUIPMT.			2261.87
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

006	FREIGHT	1.00	134.00000	134.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001258-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor
ATLANTIC VIDEO CORPORATION
2866-C DAUPHIN ST

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
Fax 251-478-8051

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/20	018350				POLICE ADMIN SERVICES

LN Description / Account	Qty LOT	Unit Price	Net Price
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Additional Description Notes

LOCAL MOVING SERVICES OF EXISTING PANELS

Vendor Item

Inventory Item/Loc 14009

1 2000.80.00.0000.0000.0000.0000.47010. E E0017 .CAPEQUIPMT.			134.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total	25480.47
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0017 .CAPEQUIPMT.	25480.47	159507.62

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	25480.47	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001258-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 6
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Vendor
 ATLANTIC VIDEO CORPORATION
 2866-C DAUPHIN ST

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
 Fax 251-478-8051

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/20	018350				POLICE ADMIN SERVICES

Account CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000) Amount Remaining Budget

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

Activity	Date	Clerk	Comment
Forward	10/23/20	JAMES BARBER	Automatic Forward to 910516426
Approved	10/27/20	LINDSAY ZOGHBY	
Approved	10/27/20	TIFFANY HOLLINS	
Approved	10/27/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	10/27/20	RELYA MALLORY	Auto approved by: 910514227
Forward	10/28/20	JOHN PAINE	
Approved	12/08/20	DONNA MICHELE STANLEY	Auto approved by: 9105fo1a
Approved	12/08/20	DONALD ROSE	Auto approved by: 9105fo1a
Approved	12/08/20	ANNE FOLEY	

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to Dana Safety Supply Inc for for five Wanco WVT3(a) mini 3-line message board signs with trailers.

General Fund.

Amount of Contract:

\$74,455.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20201209 Dana Agenda Package POs	Cover Memo	12/9/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/10/2020 - 9:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>907</u>	2021	(1530) POLICE ADMIN SERVICES	5 WANCO WVT3(A) MINI 3-LINE MESSAGE BOARD SIGNS W/TRAILERS (SEALED BID 5496)	\$74,455.00	<u>(290980) DANA SAFETY SUPPLY INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000907-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference TRACY BAXTER Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/29/20	290980				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID 5496 AND YOUR QUOTE TRAILER MESSAGE SOLAR POWERED AS FOLLOWS:	5.00 EACH	14891.00000	74455.00
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Additional Description Notes

WANCO MINI MESSAGE BOARD SIGN AND TRAILER 3 LINE SOLAR AND BATTERY POWERED;
 THREE LINES OF EIGHT 14" LED CHARACTERS; ONE 260-WATT SOLAR PANEL; FOUR 6V
 BATTERIES; 420 AH TOTAL CAPACITY; 15-AMP CHARGER; HYDRAULIC TOWER
 LIFT;TELESCOPING TOWER WITH 360 DEGREE ROTATION; FULL SIZE COMPUTER CONSOLE;
 ORANGE IN COLOR; COAT FINISH 2" BALL HITCH; AMBER ALERT READY ; CUTOMIZE
 MESSAGES; EASY TO PROGRAM PASSOWRD PROTETION; CONTROL BOX AND BATTERY
 COMPARTMENT CAN BE OCKED; STANDARD 2 INCH BALL COUPIER TOW HITCH

AS PER MY BID 5496 AND YOUR QUOTE. VENDOR TO PRIVE WANCO WVT3(A)
 Vendor Item
 Inventory Item/Loc 7801

1	5025.10.00.0000.0000.0000.0000.47010. E G-DOJCOVID.CATEGORY B.EQUIPMENT .			74455.00
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Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608
 Delivery Reference
 TRACY BAXTER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 0000907-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 2
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference TRACY BAXTER Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/29/20	290980				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 74455.00

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

Account	Amount	Remaining Budget
E G-DOJCOVID.CATEGORY B.EQUIPMENT .	74455.00	49826.79

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

Account	Amount	Remaining Budget
5025.10.00.0000.0000.0000.0000.47010.	74455.00	
COVID-19 GRANTS EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	12/07/20	DONNA MICHELE STANLEY	Requisition item removed chang
CCancelled	12/07/20	DONNA MICHELE STANLEY	GL Allocation changed
Approved	10/29/20	LAWRENCE BATTISTE	Auto approved by: 91058980
Approved	10/29/20	CLAY GODWIN	Auto approved by: 91058980
Approved	10/29/20	KEVIN RODGERS	Auto approved by: 91058980
Approved	10/29/20	WILLIAM REED	
Approved	12/08/20	LAWRENCE BATTISTE	Auto approved by: 91058980
Approved	12/08/20	CLAY GODWIN	Auto approved by: 91058980
Approved	12/08/20	KEVIN RODGERS	Auto approved by: 91058980
Approved	12/08/20	WILLIAM REED	
Approved	10/20/20	SHERRY HORTON	Auto approved by: 910518653

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000907-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.47010. Review: Buyer: 910514396 Status: Approved
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Page 3

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

GREENSBORO, NC 27407

MOBILE, AL 36608

Tel#850-624-7173
 Fax 800-375-8347

Delivery Reference
 TRACY BAXTER

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/29/20	290980				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/20/20 TAYLOR HARRIS			
Approved	10/20/20 REBECCA CHRISTIAN			
Approved	10/30/20 TAYLOR HARRIS		Auto approved by: 910518653	
Approved	10/30/20 REBECCA CHRISTIAN		Auto approved by: 9105thrr	
Approved	10/30/20 RANDY THREADGILL		Auto approved by: 9105thrr	
Approved	12/08/20 TAYLOR HARRIS			
Approved	12/08/20 REBECCA CHRISTIAN		Auto approved by: 910518653	
Approved	12/08/20 RANDY THREADGILL		Auto approved by: 910518653	
Forward	10/21/20 JOHN PAINE			
Rejected	10/22/20 DONNA MICHELE STANLEY		for corrections	
Forward	11/02/20 JOHN PAINE			
Approved	12/09/20 DONNA MICHELE STANLEY			
Approved	12/09/20 DONALD ROSE		Auto approved by: 910514396	
Approved	12/09/20 SANDRA LEWIS		Auto approved by: 910514396	
Approved	12/09/20 HEATHER KIHYET		Auto approved by: 910514396	
Approved	12/09/20 JOHN PAINE		Auto approved by: 910514396	

Authorized By: _____ Date: _____
 Signature

BID TAB 5496

Vendor	Vendor Name	
<u>295587</u>	BROOKS BROTHERS TRAILERS	NO RESPONSE
<u>294624</u>	BUILDINGS TRAILERS AND MORE LLC	NO RESPONSE
287685	FLORIDA TRANSCOR INC	NO RESPONSE
<u>77000</u>	GULF CITY BODY & TRAILER WORKS INC	NO RESPONSE
<u>295018</u>	GULF SALES & SUPPLY	NO RESPONSE
<u>279840</u>	LEWIS TRAILER SALES	NO RESPONSE
293934	PPG ARCHITECTURAL FINISHES INC	NO RESPONSE
<u>165626</u>	PORT CITY TRAILERS INC	NO RESPONSE
190715	SANSOM EQUIPMENT CO INC	NO RESPONSE
<u>295068</u>	TRAILER WORLD ACQUISITIONS, LLC	NO RESPONSE
208560	TRUCK EQUIPMENT SALES INC	NO RESPONSE
290980	DANA SAFETY	\$14,891.00
190490	RITZ SAFETY	NO RESPONSE
64250	FIREHOUSE SALES	NO RESPONSE
	WANCO	NO RESPONSE
192608	SIGNAL EQUIPMENT CO - SOUTH	NO RESPONSE
206822	TRFFIC PARTS INC	LATE BID
206825	TRAFFIC PRODUCTS	NO RESPONSE
275513	KUSOM SIGNALS	NO RESPONSE
293296	UTILICOM SUPPLY ASSOCIATES	NO RESPONSE
295452	INTERNATIONAL ROAD DYNAMICS	NO RESPONSE
295489	ALL TRAFFIC SOLUTIONS	NO RESPONSE
32127	JACE CHANDLER	NO RESPONSE
198904	SUNBELT FIRE	NO BID
203865	THOMPSON TRACTOR	NO RESPONSE
207207	TRANSSAFE INC	NO RESPONSE
216157	UNITED RENTALS	NO RESPONSE
280415	QUALITY TRAFFIC SYSTEMS	NO RESPONSE
280906	WEST VIRGINIA SIGNAL & LIGHT	NO RESPONSE
	C & H CONSTRUCTION SEERVICES, LLC	\$15,580.00
	STRIPING SERVICE AND SUPPLY	\$16,192.00
	SAFETY ZONE SPECIALIST	\$15,695.00
	K & K SYSTEMS INC	LATE BID



CITY OF MOBILE
PROCUREMENT DEPARTMENT

November 20, 2020

BID NOTICE

**THE CITY OF MOBILE IS ISSUING BID #5496:
MINI MESSAGE BOARD SIGN & TRAILER**

TO VIEW BID, GO TO: cityofmobile.org/bids

SELECT: Bid #5496 – MINI MESSAGE BOARD SIGN & TRAILER

BID MUST BE RETURNED IN A SEALED ENVELOPE.

**WRITE THE BID #, YOUR COMPANY NAME,
AND DATE AND TIME OF BID ON THE OUTSIDE OF THE
ENVELOPE.**

Do Not Return Via Email or Fax

BID SHEET

This is Not an Order

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

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

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

Typed by: en Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/20/2020	5496	POLICE EQUIPMENT	As Specified

This bid must be received and stamped by the Purchasing office not later than:

10:30 AM, Friday, December 4, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Qty 5	Mini Message Board Sign & Trailer MINI MESSAGE BOARD & TRAILER Wanco Mini Message Board and Trailer or equal as per the following specifications: - SOLAR AND BATTERY POWERED - THREE LINES OF EIGHT 14" LED CHARACTERS - SIGN SHOULD CONTINUE TO OPERATE FOR AT LEAST 20 DAYS WITH ON BATTERY - BATTERY CHARGER INCLUDED - HYDRAULIC TOWER LIFT - TELESCOPING TOWER WITH 360 DEGREE ROTATION - FULL SIZE COMPUTER CONSOLE - ORANGE IN COLOR - AMBER ALERT READY - ABILITY TO CUTOMIZE MESSAGES - EASY TO PROGRAM PASSWORD PROTETION - LOCKABLE CONTROL BOX AND BATTERY COMPARTMENT - STANDARD 2 INCH BALL COUPIER TOW HITCH Make _____ Model _____ City will purchase minimum quantities shown upon award of bid.					

Page 1 of 2

Page 1 of 2

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. 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.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the bid being protested;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

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

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 3828 Alba Club Road - ME-047-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 1025 Hannon Road - ME-066-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 1403 Linwood Drive - ME-111-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:31 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember John C. Williams - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 5661 King Street - ME-067-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:32 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember John C. Williams - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 7125 Mobile Street - ME-095-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Joel Daves - ME-060-20

Purpose and Scope of Project:

Declaring the Structure at 2558 Kreitner Street.

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 2558 Kreitner Street - ME-060-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/15/2020

Funding Source

Project # 7231 11th Street - ME-078-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	12/9/2020 - 9:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/9/2020 -
10:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Nick Amberger, P.E.
City Engineering

Sponsored by:

Mayor William S. Stimpson and Councilmembers Frederick D. Richardson, Jr., LeVon C. Manzie, C.J. Small, John C. Williams, Joel Daves, Bess Rich, and Gina Gregory

Purpose and Scope of Project:

To accept a cooperative contract agreement with Corporate Environmental Risk Management, LLC; with the City of Mobile for a Brownsfields Assessment Grant within the boundaries of the historic Africatown Community. This is a necessary minimum essential function of the Council.

Amount of Contract:

\$290,400.00

Funding Source

Project # G-BRWNFLD

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/10/2020 - 2:36 PM
Accounting	Daniels, Bettye	Approved	12/10/2020 - 2:59 PM
Legal	Kern, Chris	Approved	12/10/2020 - 3:01 PM

Legal

Kern, Chris

Approved

12/10/2020 -
3:02 PM

Mayors
Office

Wesch, Paul

Approved

12/10/2020 -
3:36 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Williams

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/10/2020 -
3:32 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/15/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/9/2020 -
11:09 AM