



## **AGENDA**

### **MOBILE CITY COUNCIL MEETING**

Tuesday, December 8, 2020, 10:30 AM

**1. CALL TO ORDER**

**2. INVOCATION**

Pastor Mary Young, Solid Rock Church

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. STATEMENT OF RULES BY COUNCIL PRESIDENT**

**6. APPROVAL OF MINUTES**

December 1, 2020

**7. COMMUNICATIONS FROM THE MAYOR**

**8. ADOPTION OF THE AGENDA**

**9. APPEALS**

Request of Artrina Matthews for a waiver of the Noise Ordinance on December 23, 2020, from 4:00-9:00 p.m., in Mardi Gras Park (District 2).

**10. PUBLIC HEARINGS**

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Shatonya Nicholson, d/b/a Bizzi Beez Carrier & Transportation Service LLC. for a shuttle service.

Public hearing to consider assenting to the vacation of a portion of South Conception Street, west of Metro Jail (applicant: Mobile County).

Public hearing to consider assenting to the vacation of a portion of St. Emanuel Street, east of Metro Jail (applicant: Mobile County).

**11. PRESENTATION OF PETITIONS AND OTHER**

## **COMMUNICATIONS TO THE COUNCIL**

### **ESSENTIAL/COVID 19 ITEMS HELD OVER**

40-759 Declare the structure at 324 Lexington Avenue a public nuisance and order it demolished (sponsored by Councilmember Manzie).

08-866 Approve purchase order to Truck Equipment Sales Inc. for animal control body on City F250 chassis, \$32,855.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-867 Approve purchase order to UJ Chevrolet Co. Inc. for 2021 Chevrolet Tahoe SUV, \$47,139.65 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-868 Approve purchase order to UJ Chevrolet Co. Inc. for 2021 Chevrolet Suburban SUV, \$49,717.85 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-869 Approve purchase order to Dana Safety Supply Inc. for 43 LED-equipped Police vehicle push bumpers, \$35,639.69 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-870 Approve purchase order to Graybar Electric Co. Inc. for six 24-ft. traffic signal poles with 35 ft. mast arms, \$37,994.94 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-871 Approve purchase order to Graybar Electric Co. Inc. for four traffic signal poles, \$26,965.72 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-872 Approve purchase order to Graybar Electric Co. Inc. for four traffic signal poles-various sizes, \$53,820.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-873 Authorize contract amendment #1 with Mott MacDonald Alabama, LLC for engineering services - Dauphin Street (from Sage Avenue to West of I-65 at Springhill Memorial Hospital), \$176,208.00 (sponsored by Mayor Stimpson and Councilmembers Richardson, Daves & Gregory) (submitted by Nick Amberger, Engineering Department).

60-879 Authorize the sale or lease of property at 2662 Fillingim Street (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Department).

### **ESSENTIAL/COVID 19 ITEMS**

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).

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 & Councilmember Manzie) (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.

47-894 Assent to the vacation of a portion of South Conception Street, west of

Metro Jail (applicant: Mobile County).

47-895 Assent to the vacation of a portion of St. Emanuel Street, east of Metro Jail (applicant: Mobile County).

60-896 Determine an appropriation to the Mobile Area Disk Golf Association serves a public purpose and approve payment, \$2,500.00 (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting Department).

60-897 Determine an appropriation to Restoration Deliverance Outreach Ministry serves a public purpose and approve payment, \$1,500.00 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).

60-898 Authorize award for the November 2020 Firefighter of the Month, Captain Chad N. Sprinkle (sponsored by Mayor Stimpson) (submitted by Fire Chief Lami).

60-899 Determine an appropriation to the Providence Foundation for Festival of Flowers serves a public purpose and approve payment, \$6,000.00 (sponsored by Councilmembers Williams, Daves & Rich) (submitted by Rebecca Christian, Accounting Department).

60-900 Determine an appropriation to The United Way of Southwest Alabama, Inc., serves a public purpose and approve payment, \$3,000.00 (sponsored by Councilmember Manzie) (submitted by Rebecca Christian, Accounting Department).

60-901 Determine an appropriation to the City of Mobile Human Relations Commission serves a public purpose and approve payment, \$1,000.02 (submitted by Rebecca Christian, Accounting Department).

## **12. ANNOUNCEMENTS**





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

### **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

12/7/2020 - 4:23  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

### **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

12/3/2020 - 3:06  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

### **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

12/2/2020 - 2:39  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**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:**12/8/2020

**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

9/2/2020 - 10:55  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**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

9/2/2020 - 10:59  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**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:**

10/6/2020

**Funding Source**

**Project #** 324 Lexington Avenue - ME-258-19

**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 | Daughenbaugh, David | Approved | 10/1/2020 - 8:58 AM |
| City Clerk            | Merchant, Mary Ann  | Approved | 10/1/2020 - 9:17 AM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Truck Equipment Sales to provide and mount Swab-brand ARF95 Animal Control Body on City F250 chassis.

General Fund

**Amount of Contract:**

\$32,855.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                       | Type       | Upload Date |
|-----------------------------------|------------|-------------|
| 20201124 Truck Agenda Package POs | Cover Memo | 11/24/2020  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                 |
|--------------------------------|----------|----------------------|
| Mayors Office      Wesch, Paul | Approved | 11/25/2020 - 9:45 AM |



# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>  | <b>Description</b>                                                                      | <b>Amount</b> | <b>Vendor</b>                             |
|--------------------|--------------------|--------------------|-----------------------------------------------------------------------------------------|---------------|-------------------------------------------|
| <u>1155</u>        | 2021               | (F7000) MOTOR POOL | PROVIDE AND MOUNT SWAB ARF95 ANIMAL CONTROL BODY ON CITY F250 CHASSIS (SEALED BID 5487) | \$32,855.00   | <u>(208560) TRUCK EQUIPMENT SALES 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:

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City Clerk

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00001155-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
 TRUCK EQUIPMENT SALES INC  
 4700 RANGELINE RD

Ship To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#251-666-8606  
 Fax 251-666-8676

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     | 208560        | 10/21/20      |          |       | MOTOR POOL |

| LN Description / Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Qty          | Unit Price  | Net Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------|
| 001 ANIMAL CONTROL TRANSPORTATION BODY<br>AS SPECIFIED: SWAB MODEL ARF95<br>ANIMAL CONTROL TRANSPORT BODY.<br>CITY OF MOBILE WILL PROVIDE THE<br>FORD F250 CHASSIS. VENDOR WILL<br>PICK UP THE CHASSIS FROM THE CITY<br>OF MOBILE MOTOR POOL, MOUNT THE<br>BODY AND RETURN THE COMPLETED UNIT<br>TO THE CITY OF MOBILE MOTOR POOL.<br>AS PER MY BID #5487 AND YOUR QUOTE<br>Additional Description Notes<br>-----<br>SWAB MODEL ARF95 ANIMAL CONTROL TRANSPORT BODY. REQUESTED BY THE POLICE<br>DEPARTMENT | 1.00<br>EACH | 32855.00000 | 32855.00  |

|                                                                        |          |
|------------------------------------------------------------------------|----------|
| 1 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01530 .VEHICLEEXP. | 32855.00 |
|------------------------------------------------------------------------|----------|

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

|                                                                                                                 |                                                                                                                                               |        |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Bill To</b><br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | <b>Requisition 00001155-00 FY 2021</b><br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved | Page 2 |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
 TRUCK EQUIPMENT SALES INC  
 4700 RANGELINE RD

Ship To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#251-666-8606  
 Fax 251-666-8676

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     | 208560        | 10/21/20      |          |       | MOTOR POOL |

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

|                   |          |
|-------------------|----------|
| Requisition Total | 32855.00 |
|-------------------|----------|

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

| Account                | Amount   | Remaining Budget |
|------------------------|----------|------------------|
| E MP01530 .VEHICLEEXP. | 32855.00 | 438653.01        |

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

| Account                                    | Amount                       | Remaining Budget |
|--------------------------------------------|------------------------------|------------------|
| 7000.40.20.0000.0000.2070.0000.0000.47120. | 32855.00                     |                  |
| MOTOR POOL EXP                             | VEHICLE ACQ (GREATER \$5000) |                  |

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

| Activity  | Date     | Clerk                 | Comment                    |
|-----------|----------|-----------------------|----------------------------|
| Cancelled | 11/20/20 | JOHN PAINE            | GL Allocation changed      |
| Approved  | 10/21/20 | DIANE MCCARTY         |                            |
| Approved  | 11/20/20 | DIANE MCCARTY         |                            |
| Approved  | 11/20/20 | DONNA MICHELE STANLEY | Auto approved by: 9105paij |
| Approved  | 11/20/20 | DONALD ROSE           | Auto approved by: 9105paij |
| Approved  | 11/20/20 | SANDRA LEWIS          | Auto approved by: 9105paij |
| Approved  | 11/20/20 | JOHN PAINE            |                            |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

# CITY OF MOBILE

## BID SHEET

This is Not an Order

**Mailing Address:**

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

**Purchasing Department  
and Package Delivery:**

Government Plaza  
4<sup>th</sup> Floor, Room S-408  
205 Government St  
Mobile, Alabama 36644

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

Typed by: cn 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: |
| 11/02/2020 | 5487    | Garage     | To Be Specified                               |

**This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M. Friday, November 20, 2020**

| QUANTITY    | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | UNIT | UNIT PRICE |       | EXTENSION |       |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      | Dollars    | Cents | Dollars   | Cents |
| Appx<br>1-2 | <p><b>New Animal Control Transportation Bodies</b></p> <p>Vendor responsible to provide and install Animal Control Transportation Bodies on City of Mobile provided F250 Pick-Up Trucks. SWAB Body Works Model ARF-95 or equal.</p> <p>Make _____ Model _____</p> <p>Provide Literature and Specifications on Body bid.</p> <p>Additional A/C compressor and associated parts to be provided and installed by the successful vendor.</p> <p>Upon award, the City will purchase a minimum of one (1) New Animal Control Transportation Bodies and may buy up to one (1) additional unit in the next 12 months.</p> <p>Vendor will be responsible to pick up truck from City of Mobile, install New Animal Control Transportation Bodies on City provided chassis and upon completion of the body installation, vendor shall return the truck.</p> <p><b>City of Mobile Business License Required – See Item 14 (on reverse side)</b></p> |      |            |       |           |       |
|             | <p>Page 1 of 2</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |            |       |           |       |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      | 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](http://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](http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx). Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

# BID CONTINUATION SHEET

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

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      | Dollars    | Cents | Dollars   | Cents |
|          | <p align="center">Page 2 of 2</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.<br/>(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p>Pricing to be firm for the one (1) year period following the award of this bid. At the option of the successful vendor and the City of Mobile, the award of this bid may be extended for two (2) additional one (1) year periods.</p> <p><b>TO BE AWARDED ALL OR NONE</b></p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      | TOTAL      |       |           |       |

RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name \_\_\_\_\_

By \_\_\_\_\_

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

# SPECIFICATIONS

The following specifications are provided in order to describe and specify the design, construction, materials and equipment to be utilized and installed in the fabrication of an Animal Transport unit. Any item not specified should be considered standard equipment.

## DESCRIPTION:

Standard Animal Control Unit having six (6) animal compartments and one (1) equipment storage compartment. Fabricated using molded fiberglass-reinforced plastic construction to eliminate seams and cracks. Smooth finish with rounded compartment corners to facilitate clean-out.

YES \_\_\_\_\_ NO \_\_\_\_\_

## WEIGHT:

Weight of basic unit exclusive of optional items - 900 pounds.

YES \_\_\_\_\_ NO \_\_\_\_\_

## BODY DIMENSIONS:

Body overall - 98" long x 78" wide. Height above frame at rear wheels - 38".

Overall height when mounted - 68". (75" to top of air blower housing.)

YES \_\_\_\_\_ NO \_\_\_\_\_

## COMPARTMENT DIMENSIONS:

### Street side:

YES \_\_\_\_\_ NO \_\_\_\_\_

**Front** 26" wide x 30" high x through body.

**Center** 26" wide x 30" high x 32" deep.

**Rear** 26" wide x 30" high x 32" deep.

### Curb side:

YES \_\_\_\_\_ NO \_\_\_\_\_

**Front** 26" wide x 30" high x through body.

**Center** 26" wide x 30" high x 32" deep.

**Rear** 26" wide x 30" high x 32" deep.

## FRONT THROUGH COMPARTMENT:

Left and right front compartments connected to form one "through" compartment.

Compartment to have heavy grille door installed in center and hinged on top to form two compartments when in vertical position. Equipped with spring-loaded latches to hold in vertical position, or in horizontal open position.

YES \_\_\_\_\_ NO \_\_\_\_\_

## STORAGE COMPARTMENT:

Storage compartment to be located at rear of body with access door. Compartment to be 12" wide x 30" high x 64" deep. Door hinged on stainless steel hinge with full gaskets and closed with stainless steel 6" recessed D-handle latch with locking cylinder. Compartment for use in carrying stretcher, ketch-all pole, ropes, traps, and other supplies.

YES \_\_\_\_\_ NO \_\_\_\_\_



**CONSTRUCTION:**

Full fiberglass-reinforced plastic construction throughout with smooth finish. Color to be Frost White FSW-2030 gel coat molded into body during fabrication. Four (4) cross-members molded into bottom of unit. Sides skirted to center line of rear wheels with cut-outs at rear wheels of proper size to permit easy removal of wheels when required. Roof section to have fresh-air blower hood on front with air distribution tunnel full length. Roof to be reinforced underneath with channel for added strength. Polished aluminum rain gutter molding installed around entire unit at roof line to prevent water "run off" from body roof into animal/storage compartments. Bottom of unit to be completely enclosed to reduce heat build-up around compartments and to provide a "dead-air" insulating space around compartments.

YES \_\_\_\_\_ NO \_\_\_\_\_

**COMPARTMENTS:**

Each compartment to be of "one-piece" molded fiberglass construction without cracks or seams to eliminate collection of dirt or diseases. Each compartment to be a separate compartment to prohibit contact by animals with animals in adjoining compartment; and each compartment to have smooth finish with rounded corners to facilitate clean-out. Drain pan in front of each compartment having drain hole with fitting. Rear of each compartment top to have holes therein for entrance of power-driven fresh air; of enough size and quantity to permit free exchange of air four or five times per minute.

YES \_\_\_\_\_ NO \_\_\_\_\_

**COMPARTMENT DOORS:**

Doors to be of full fiberglass-reinforced plastic construction. Doors to have smooth finish both sides to prevent collection of dirt and disease on interior door panels. Doors to be hinged on full length special stainless-steel hinges to permit full opening of door, closed with stainless steel recessed 6" D-handle latch having locking cylinder, and all latches keyed alike. Each door to be hinged toward front and fitted with rubber gasket on latch edge to eliminate rattle. Each door to have (5) large louver type vents molded directly into exterior fiberglass door panel. Louvers to provide minimum of 20 square inches of air flow for each animal compartment permitting free expelling of air from inside compartments when power-driven air blower is used.

YES \_\_\_\_\_ NO \_\_\_\_\_

**SAFETY DOORS:**

Heavy duty nylon coated wire grille safety doors consisting of 3/8" frame and horizontal rods. 1/4" vertical rods welded at all intersections. Safety doors installed inside regular doors to prohibit escape of animals when one or more are placed within compartment. Door to have 6" x 3-1/2" arm and pole cut-out in center at latch edge. Door hinged toward front on stainless steel spring-loaded hinges and equipped with spring-loaded slam type door latch. Door to swing out when open providing full use of depth of compartment.

YES \_\_\_\_\_ NO \_\_\_\_\_

**LIGHTS:**

All Federal and State required body marker lights, reflectors, dual back-up lights, and license light installed. Combination rear stop-tail-turn signal lights, and center mount stop light installed on rear. Wiring to be Cross-Link Number 14 wire and covered with heavy plastic loom where exposed. No wiring to be within compartments where accessible by animals.

YES \_\_\_\_\_ NO \_\_\_\_\_

**FOUR-WAY FLASHERS:**

Auxiliary four-way flasher lights, to be installed on upper rear corners with red lens and wired through rear stop light and turn signals with heavy-duty flasher installed. Flasher to provide additional flashing lights for safety when hazard warning switch is turned on.

YES \_\_\_\_\_ NO \_\_\_\_\_

**BUMPER/MUD FLAPS:**

Heavy 11-gauge tubular steel rear bumper installed, reinforced to truck frame. Aluminum Safety-tread step plate cap installed on top/face of bumper. Mud and splash guards installed at rear wheels with required brackets.

YES \_\_\_\_\_ NO \_\_\_\_\_

**MOUNTING:**

Body mounted onto truck chassis frame using three mounting-points on each side of chassis frame. Each mounting point to have rubber body mounting isolator installed to reduce excess vibration and strain on body. Body to be mounted as low as possible consistent with proper rear tire clearance underneath. Mounting by City of Mobile.

YES \_\_\_\_\_ NO \_\_\_\_\_

**REAR - 7" x 9" WARNING:**

Two (2) - Whelen 900 series 7" X 9" L.E.D. light heads installed on upper rear body panels in upper corners. Lights to have amber colored lens. Lights wired circuit breaker and operating switch installed on cab panel.

YES \_\_\_\_\_ NO \_\_\_\_\_

**SCENE LIGHTS - SIDE AND/OR REAR:**

One pr. Weldon #3710-1000 work lights installed - (2) on upper rear body roof rails and/or (1) ea. body side at roof side body roof rails. Lights wired with Cross-Link Number 14 wire and properly fused with circuit breaker with switch located on cab panel.

YES \_\_\_\_\_ NO \_\_\_\_\_

**COMPARTMENT LIGHTS:**

Seven (7) compartment lights recessed in top center of animal/storage compartments. Wiring to be Cross-Link #14 with heavy-duty loom where exposed. No wiring run through animal compartments. Required breaker installed. Switch on cab dash panel.

YES \_\_\_\_\_ NO \_\_\_\_\_

**POLYVINYL DECKING:**

Heavy-duty fungus resistant polyvinyl tiles installed on animal compartment floors to provided dry skid free resting area. Tiles easily removable for cleaning and disinfecting.

YES \_\_\_\_\_ NO \_\_\_\_\_

**SMALL ANIMAL CARRIER SLIDE TRAYS:**

Two (2) slide out trays installed in curb rear compartment. Trays constructed from 1/8 aluminum mounted on heavy duty 30" grant slides. Trays to accommodate six 18" long x 9" wide x 11" high carriers or four 11" wide x 12" high x 27" long traps.

YES \_\_\_\_\_ NO \_\_\_\_\_

**PULL-OUT FOLD-DOWN RAMP:**

20" wide x 64" long lightweight aluminum tread ramp installed under right side front compartment. Ramp to have non-slip type tread palate walk surface. Ramp to have required pull handle and catch to hold in place when in stored position.

YES \_\_\_\_\_ NO \_\_\_\_\_

**BACK UP ALARM:**

EECO type model #510 97 decibels back-up alarm install under body at rear bumper wired through chassis reverse circuit.

YES \_\_\_\_\_ NO \_\_\_\_\_

**EXTREME TEMPERATURES AIR CONDITIONING SYSTEM:**

27,000 btu independent body air conditioning system installed to include Seltec tm-16 engine mounted compressor with required mounting brackets, belts and pulleys, Danhard model 00096 27,000 btu air conditioning evaporator with 800 cfm rated dual fans and Danhard 35,000 btu roof mounted condenser. Removable body roof mounted access panel. Air to be ducted to each animal compartment through individual flexible ducting hoses. Required dryer, sight glass, low pressure switch, hoses, fittings and dash mounted controls supplied by Body manufacturer. Body Installer to install Setecc compressor with brackets. System connected to engine mounted compressor by Body Installer. System fully charged, tested by Body Installer. Belt routing, bracket and pulley alignment to be fully tested and calibrated by Body Installer. Test results documented and placed in owner's manual.

YES \_\_\_\_\_ NO \_\_\_\_\_

**TEMPERATURE MONITOR:**

Digital temperature indicator gauge installed on chassis cab dash. Unit wired through sensor probe located in body air duct allowing driver to monitor animal compartment temperature from cab.

YES \_\_\_\_\_ NO \_\_\_\_\_

**REAR VIEW CAMERA (Optional):**

Supply One (1) Rear view camera system to be installed by City of Mobile per manufacturer's installation instructions. System includes a 5.5" color screen with bracket, and video cable. City of Mobile to install preform and document Field of View Conformity testing as required by FMVSS 111 regulations.

YES \_\_\_\_\_ NO \_\_\_\_\_

**WARRANTY:**

Body and specified equipment is warranted free of defects for a period of Two (2) years after delivery. Defective equipment to be replaced without charge during this period with purchasing agency responsible for labor cost involved in replacement of defective part. Air Conditioning and heating equipment to carry manufacturer warranty. Warning lights and electrical equipment to carry manufacturer's warranty. Body shall be responsible for defects in fiberglass-plastic materials during this same period of time.

YES \_\_\_\_\_ NO \_\_\_\_\_

**OWNERS MANUAL:**

Owner's manual supplied with completed unit to include operating and maintenance instructions, parts lists, center of gravity weight calculations, and wiring diagrams.

YES \_\_\_\_\_ NO \_\_\_\_\_

The following page is the suggested layout of the Animal control body being bid by the City of Mobile. This drawing and layout is based on the Swab Wagon drawing that follows.

The drawing is to represent what the City desires and is not indicative that the City will only accept a Swab Wagon, it is just the layout likes by the City of Mobile.

The Danhart information that follows the drawing is to indicate what the City wants the air conditioning system to do and the warranty the City would like to receive as a minimum.

|    |     |      |   |     |      |   |           |       |
|----|-----|------|---|-----|------|---|-----------|-------|
| #1 | 26" | WIDE | X | 30" | HIGH | X | 32"       | DEEP  |
| #2 | 26" | WIDE | X | 30" | HIGH | X | THRU-BODY |       |
| #3 | 12" | WIDE | X | 30" | HIGH | X | 64"       | DEEP. |

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3-LAYER 2000

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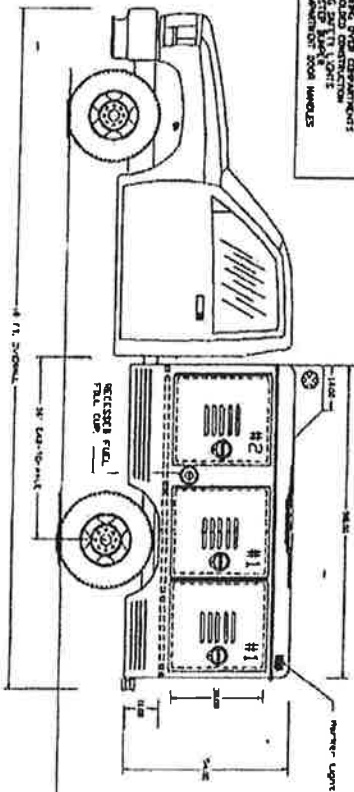
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Technical drawing of a rectangular box. The drawing shows a perspective view of the box. The dimensions are indicated as follows: the length of the box is 100, the width is 50, and the height is 20. A label is attached to the front face of the box, with a width of 10 and a height of 10. The label contains the text "FEDERAL BUREAU OF INVESTIGATION".

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SWAB MODEL ARF-95 ANIMAL RESCUE UNIT.

SCALE 1=32

**12 Volt Warranty****DANHARDAFTERMARKETWARRANTYPOLICY  
FOR SYSTEMS AND COMPONENTS**

Danhard, Inc. offers the following Limited Warranty on air conditioning systems, components, and heaters subject to the conditions listed below. There are **NO** other warranties implied.

This **Warranty** covers 12 Volt and 24 Volt Systems, components and parts. There is a separate warranty for our 110 Volt and 220 Volt Systems.

Danhard warrants complete air conditioning systems which consists of the evaporator assembly, condenser, hose set, receiver/drier, compressor and clutch, and heaters which were purchased from them for a period of twelve (12) months from the original date of installation and covers both parts and labor. Failures due to poor manufacturing workmanship or materials, under normal conditions of use are covered by this warranty. Products which fail during this warranty period will be repaired, replaced or credited at Danhard's option, **when proper warranty registration and filing procedures have been followed.**

Danhard warrants **service and/or replacement parts** for a period of ninety (90) days from date of installation. This includes all service parts sold by Danhard which failed during this warranty period. These failed parts will be **replaced, repaired or credited** at Danhard's option, **when proper warranty filing procedures have been followed. There is no labor allowance given on service parts.**

Any air conditioning components not sold as a parts of a complete air condition system will be considered as a **service part**. Units installed utilizing components purchased from other suppliers and/or manufacturers are not covered by this warranty.

This warranty is expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and of any other obligations of Danhard to the purchaser whether for direct or consequential damage otherwise. Danhard neither assumes nor authorizes any other person to assume for it any other liability in connection with such unit or parts. Danhard reserves the right to make changes in design and for improvement upon its products without imposing any obligations upon itself to install the same upon its products theretofore manufactured. The company policy as outlined herein is effective December 31, 2001. It may be changed or altered with notification issued by Danhard, Inc., 3839 Dilido Road, Dallas, Texas 75228.

**12 Volt Warranty**

C Compressor mounting brackets and compressors are subject to their respective manufacturer's warranty.

D Items specifically excluded from replacement are new compressors of any kind unless the manufacturer determines that the compressor failure is due to manufacturing workmanship or materials and credit is given to Danhard for the defective compressor, or compressors with leaking shaft seals, which we may, at our discretion, replace the shaft seal kit only.

E This warranty does not cover units or components installed on aircraft of any type.

**WARRANTY FILING PROCEDURES**

A The Warranty Registration Card which is packed with your unit is to be completed in its entirety, signed, and the Factory Original mailed to Danhard, Inc. Copies are to be retained by the Customer and the Installing Center.

B The Unit Serial Number and Danhard Part Number are already indicated on the Warranty Registration Card.

C Upon receipt of the factory copy of the Warranty Registration Card, it is filed under the name of the Installing Center.

**WARRANTY CLAIMS**

A Warranty claims will be accepted from

(1) Actual original owner of unit with proper supporting documentation:

**OR**

(2) The dealer who originally purchased the unit from Danhard: **OR**

(3) The installing center: **OR**

(4) Certified Automotive A/C Service Center

B Claim will be paid on a cost per warranty part basis.

C Claims requiring 134a refrigerant charging will receive a credit for a maximum of four (4) pounds of refrigerant. Credit will not be given for use of any other type of refrigerant.

**12 Volt Warranty**

D. No allowance will be made for mileage, travel time, down time, shipping expenses, or related expenses.

E. The RGA Number must be obtained from Danhard in order to return any warranty items. Warranty items must be returned to Danhard, Inc., 3839 Dilido Road, Dallas, Texas 75228, **freight prepaid**, within thirty (30) days of receipt of replacement item. The RGA Number must be clearly marked on the outside of the shipping container. Danhard reserves the right to examine all returned warranty items before issuance of credit can take effect.

F. **ALL CLAIMS ARE SUBJECT TO REVIEW AND VERIFICATION AT THE DISCRETION OF DANHARD, INC. TOTAL WARRANTY CLAIM(S) CAN NOT EXCEED THE COST OF THE PART AND/OR SYSTEM.**

**WARRANTY LABOR SCHEDULE**

A. Labor allowances apply only to **complete unit installations**, i.e. evaporator assembly, condenser, hose set, receiver/drier, compressor and clutch, that have the Warranty Registration Card filled out and received by Danhard.

B. Replacement parts carry no labor warranty. These parts are subject only to having the part replaced, if deemed defective by the manufacturer.

C. Indicated below is Warranty Labor Schedule, Diagnosis, Remove and Replace.

| <u>Job Description</u>         | <u>Hours Allowed</u> |
|--------------------------------|----------------------|
| Control Panel                  | 0.7                  |
| Relay                          | 0.5                  |
| Freon Solenoid                 | 0.3                  |
| Air Solenoid                   | 0.3                  |
| Water Valve                    | 0.3                  |
| Heater Coil                    | 0.75                 |
| Expansion Valve                | 0.5                  |
| Evaporator Coil                | 0.75                 |
| Thermostat                     | 0.3                  |
| Mode, Fan, Air or Diode Switch | 0.5                  |
| Blower Wheel or Blower Motor   | 0.8                  |
| Radiator MTD Fan or Motor      | 0.7                  |
| Condenser, Radiator            | 1.1                  |



**12 Volt Warranty**

| <u>Job Description</u>         | <u>Hours Allowed</u> |
|--------------------------------|----------------------|
| Condenser, Rooftop Style       |                      |
| Coil                           | 1.2                  |
| Motor                          | 0.7                  |
| Fan                            | 0.5                  |
| Cover                          | 0.4                  |
| Compressor, Dual Mount         | 2.0                  |
| Compressor, Driven By OEM Belt | 1.0                  |
| Compressor, Clutch             | 0.7                  |
| Receiver/Drier                 | 0.5                  |
| Resistor                       | 0.3                  |
| Air Block Service Kit          | 0.7                  |
| Evacuate and ReCharge System   | 0.5                  |



## **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:**12/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to UJ Chevrolet Co Inc for one 2021 Chevrolet Tahoe SUV.

General Fund.

**Amount of Contract:**

\$47,139.65

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                    | Type       | Upload Date |
|--------------------------------|------------|-------------|
| 20201124 UJ Agenda Package POs | Cover Memo | 11/24/2020  |

**REVIEWERS:**

| Department Reviewer       | Action   | Date                 |
|---------------------------|----------|----------------------|
| Mayors Office Wesch, Paul | Approved | 11/25/2020 - 9:45 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>  | <b>Description</b>                            | <b>Amount</b> | <b>Vendor</b>                                           |
|--------------------|--------------------|--------------------|-----------------------------------------------|---------------|---------------------------------------------------------|
| <u>1158</u>        | 2021               | (F7000) MOTOR POOL | 2021 CHEVROLET TAHOE SUV<br>(SEALED BID 5491) | \$47,139.65   | <u>(210000) UJ</u><br><u>CHEVROLET CO</u><br><u>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:

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City Clerk

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00001158-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
 U J CHEVROLET CO INC  
 7581 AIRPORT BLVD

Ship To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36608  
 USA  
 Tel#251-452-1661  
 Fax 251-456-3045

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     | 210000        | 10/21/20      |          |       | MOTOR POOL |

| LN Description / Account                                                                                                                                                                                                                                                                                                                                                                                | Qty          | Unit Price  | Net Price |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------|
| 001 FULL SIZED SUV AS SPECIFIED:<br>VENDOR TO PROVIDE 2021 CHEVROLET<br>TAHOE FOUR DOOR SUV VEHICLE TO<br>BE DELIVERED TO CITY OF MOBILE<br>MOTOR POOL AT 745 SOUTH BROAD<br>STREET. AT NO POINT WILL THE<br>DEALER ALLOW THE VEHICLE TO BE<br>PICKED UP FROM THE DEALERSHIP.<br>ALL PAPERWORK TO BE SIGNED BY THE<br>PURCHASING AGENT OF THE CITY OF<br>MOBILE AS PER MY BID #5491 AND<br>YOUR QUOTE.. | 1.00<br>EACH | 47139.65000 | 47139.65  |

Additional Description Notes

2021 CHEVROLET TAHOE FOUR DOOR FULL SIZED SUV. REQUESTED BY POLICE  
 DEPARTMENT FOR DIRECTOR BARBER.

|                                                                        |          |
|------------------------------------------------------------------------|----------|
| 1 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01530 .VEHICLEEXP. | 47139.65 |
|------------------------------------------------------------------------|----------|

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

Deliver To  
 MOTOR POOL  
 745 BROAD STREET

|                                                                                                          |                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00001158-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|

Page 2

|                                                                                                                            |                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>U J CHEVROLET CO INC<br>7581 AIRPORT BLVD<br><br>MOBILE, AL 36608<br>USA<br>Tel#251-452-1661<br>Fax 251-456-3045 | Ship To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604<br>CARTERD@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANE CARTER-MCCARTY<br><br>Deliver To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604 |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 10/21/20     | 210000        | 10/21/20      |          |       | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|-----------------------|-----|------------|-----------|
|    | MOBILE, AL 36604      |     |            |           |

### Requisition Link

Requisition Total 47139.65

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

| Account                | Amount   | Remaining Budget |
|------------------------|----------|------------------|
| E MP01530 .VEHICLEEXP. | 47139.65 | 438653.01        |

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

| Account                                    | Amount   | Remaining Budget             |
|--------------------------------------------|----------|------------------------------|
| 7000.40.20.0000.0000.2070.0000.0000.47120. | 47139.65 |                              |
| MOTOR POOL EXP                             |          | VEHICLE ACQ (GREATER \$5000) |

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

| Activity  | Date     | Clerk                 | Comment                    |
|-----------|----------|-----------------------|----------------------------|
| Cancelled | 11/24/20 | JOHN PAINE            | GL Allocation changed      |
| Approved  | 10/21/20 | DIANE MCCARTY         |                            |
| Approved  | 11/24/20 | DIANE MCCARTY         |                            |
| Approved  | 11/24/20 | DONNA MICHELE STANLEY | Auto approved by: 9105paij |
| Approved  | 11/24/20 | DONALD ROSE           | Auto approved by: 9105paij |
| Approved  | 11/24/20 | SANDRA LEWIS          | Auto approved by: 9105paij |
| Approved  | 11/24/20 | HEATHER KIHYET        | Auto approved by: 9105paij |
| Approved  | 11/24/20 | JOHN PAINE            | .3                         |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Bid # 5471 For TADOE

V.I. Chevrolet TADOE

47,139.45

Donutco Chevrolet

49,243.60



# CITY OF MOBILE

## BID SHEET

This is Not an Order

**Mailing Address:**

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

**Purchasing Department  
and Package Delivery:**

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

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

Typed by: cn Buyer: 002

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

|                    |                 |                                |                                                                   |
|--------------------|-----------------|--------------------------------|-------------------------------------------------------------------|
| DATE<br>11/06/2020 | BID NO.<br>5491 | DEPARTMENT<br>Municipal Garage | Commodities to be delivered F.O.B. Mobile to:<br>745 Broad Street |
|--------------------|-----------------|--------------------------------|-------------------------------------------------------------------|

**This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M. Tuesday, November 24, 2020**

| QUANTITY      | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | UNIT | UNIT PRICE |       | EXTENSION |       |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      | Dollars    | Cents | Dollars   | Cents |
| Appx.<br>1- 2 | <p><b>SPORTS UTILITY VEHICLE</b></p> <p>2021 Year or Newer Model 2WD Sports Utility Vehicle, use 130" maximum wheel base with equipment options as per the attached and following <b>MINIMUM</b> specifications:</p> <p>Chevrolet Tahoe or Equivalent.</p> <p>Make &amp; Model _____</p> <p>Furnish Literature and Specifications.</p> <p>Time to deliver vehicle after receipt of order _____</p> <p>Upon award the City will purchase one (1) Chevrolet Tahoe or equal.</p> <p>Vehicle shall be as per the attached General Motors build-out/ specification sheet.</p> <p>Initial color to be black, other colors may be ordered.</p> <p>Include Certificate of Title in your Bid price.</p> <p>The City reserves the right to inspect any vehicle bid prior to award.</p> <p>All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all <b>must</b> be delivered.</p> <p>Under <b>NO</b> circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.</p> |      |            |       |           |       |
|               | Page 1 of 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      | TOTAL      |       |           |       |

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

State delivery time within \_\_\_\_\_ days of receipt of P.O.

Firm Name \_\_\_\_\_

Typed Signature \_\_\_\_\_

By \_\_\_\_\_

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be 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](http://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](http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx) . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

# BID CONTINUATION SHEET

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

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      | Dollars    | Cents | Dollars   | Cents |
|          | <p>Page 2 of 2</p> <p>Business License Required (See Instruction #14).</p> <p>Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.<br/>(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p>Pricing to be good for model year bid.</p> <p><b>TO BE AWARDED ALL OR NONE.</b></p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      | TOTAL      |       |           |       |

RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name \_\_\_\_\_

By \_\_\_\_\_

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

Model Information

CHEVROLET TAHOE TRUCK

Model: CC10706 - Tahoe: 2WD

Configuration Information

PEG: 1LT

Primary Color: GBA - Black

Engine: L84 - Engno.53L EcoTec3 V8

Transmission: MOC.Transmission, 10-speed automatic

Trim: HOY - Jet Black, Loather seating surfaces 1st  
and 2nd row

Emissions: FE9. Emissions, Federal requirements

Requested TPW:

Options: A2X, A50, ARN, ATH, ATV, 630, 658, 6TV, BVE, C6C, CJ2, 007, 008, DLF, FE9, GUS, IOT, K34, KA1, KC4, KI4, KNP, KW5, L84, MOC, N37, NPS, PZX, ODF, R60, TC2, T05, U2K, U2L, UD7, UDO, UE1, UE4, UEU, UHY, UK3, UKJ, USR, UTJ, UVB, UW9, V55, V02, WPB, Z82, ZW7

A2X: Power Scat Adjuster (Driver's Side)

A50: Seats, front bucket

ARN: Scats, third row 60/40 split-folding bench, manual

ATH: Keyless Open

ATV: Seats, second row bucket, manual

B30: Floor covering, color-keyed carpeting

B858: Floor mats, color-keyed carpeted first and second row, removable BTV: Remote start

BVE: Assist steps. Black with chrome accent strip

C6H: GVWR, 7500 lbs. (3402 kg)

CJ2: Air conditioning, tri-zone automatic climate control

D07: Console. Noor

DD8: Mirror, inside rear view auto-dimming

DLF: Mirrors, outside heated power-adjustable, manual-folding, body-color

FE9: Emissions, Federal requirements

GUS: Rear axle, 3.23 ratio

JOT: Audio system. Chevrolet Infotainment 3 Premium system with connected Navigation.  
10.2·diagonal HD color touchscreen

K34: Cruise control, electronic with set and resume speed

KA1: Seats, heated driver and front passenger

KC4: the center console and rear cargo area

KNP: Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

KW5: Alternator. 220 amps

L84: Engine, 5.3l EcoTec3 V

MOC: Transmission, 10-speed automatic

N37: Steering column, manual tilt and telescopic

NP5: Steering wheel, leather-wrapped

PZX: Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum

QDF: Tires, 265/65R16SL all-season, blackwall

R6Q: Processing Option

TC2: Liftgate, rear power programmable, hands-free

TOS: IntelliBeam, automatic high beam on/off

U2K: SiriusXM Radio with 360L

U2L: Radio, HD

UD7: Rear Park Assist

UDO: Driver Information Center. 4.2 diagonal color display

UE1: OnStar and Chevrolet connected services capable

UE4: Following Distance Indicator

UEU: Forward Collision Alert

UHY: Automatic Emergency Braking

UK3: Steering wheel controls, mounted audio,

UKJ: Front Pedestrian Braking

USR: USB data ports, 2, one type-A and one type-C located within center console

UTJ: Theft-deterrent system, content, electrical, unauthorized entry

UVB: HD Rear Vision Camera

UW9: Rear Seat Media System

V55: Luggage rack side rails, roof-mounted, bright

V02: Fleet processing option

WPB: Rear Media and Nav. Package

Z82: Trailering equipment

ZW7: Suspension Package. Premium Smooth Ride



## **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:**12/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to UJ Chevrolet Co Inc for one 2021 Chevrolet Suburban.

General Fund.

**Amount of Contract:**

\$49,717.85

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                     | Type       | Upload Date |
|---------------------------------|------------|-------------|
| 20201124 UJ2 Agenda Package POs | Cover Memo | 11/24/2020  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                 |
|--------------------------------|----------|----------------------|
| Mayors Office      Wesch, Paul | Approved | 11/25/2020 - 9:46 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

---

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---

FUNDING SOURCE:

Associated Costs:

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

---

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>  | <b>Description</b>                            | <b>Amount</b> | <b>Vendor</b>                       |
|--------------------|--------------------|--------------------|-----------------------------------------------|---------------|-------------------------------------|
| <u>1159</u>        | 2021               | (F7000) MOTOR POOL | 2021 CHEVROLET SUBURBAN SUV (SEALED BID 5490) | \$49,717.85   | <u>(210000) UJ CHEVROLET CO 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<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00001159-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved | Page 1 |
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| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 10/21/20     | 210000        | 10/21/20      |          |       | MOTOR POOL |

| LN Description / Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Qty          | Unit Price  | Net Price |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------|
| 001 FULL SIZED SUV AS SPECIFIED: 2021<br>CHEVROLET SUBURBAN 4 DOOR SUV OR<br>EQUAL. VENDOR TO PROVIDE 2021<br>CHEVROLET SUBURBAN SUV. VEHIVCLE<br>TO BE DELIVERED TO CITY OF MOBILE<br>MOTOR POOL AT 745 SOUTH BROAD<br>STREET. AT NO POINT WILL THE<br>DEALER ALLOW THE VEHICLE TO BE<br>PICKED UPFROM THE DEALERSHIP. ALL<br>PAPERWORK TO BE SIGNED BY THE<br>PURCHASING AGENT OF THE CITY OF<br>MOBILE AS PER MY BID #5490 AND<br>YOUR QUOTE.<br>Additional Description Notes<br>-----<br>2021 CHEVROLET SUBURBAN 4 DOOR SUV. REQUESTED BY THE POLICE DEPARTMENT FOR<br>MAYOR STIMPSON. | 1.00<br>EACH | 49717.85000 | 49717.85  |
| 1 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01530 .VEHICLEEXP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |             | 49717.85  |

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 MOTOR POOL

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 745 BROAD STREET

MOBILE, AL 36604

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 10/21/20     | 210000        | 10/21/20      |          |       | MOTOR POOL |

| LN | Description / Account                | Qty | Unit Price | Net Price |
|----|--------------------------------------|-----|------------|-----------|
|    | 745 BROAD STREET<br>MOBILE, AL 36604 |     |            |           |

#### Requisition Link

Requisition Total 49717.85

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

|                        |          |                  |
|------------------------|----------|------------------|
| Account                | Amount   | Remaining Budget |
| E MP01530 .VEHICLEEXP. | 49717.85 | 436338.32        |

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

|                                            |                              |                  |
|--------------------------------------------|------------------------------|------------------|
| Account                                    | Amount                       | Remaining Budget |
| 7000.40.20.0000.0000.2070.0000.0000.47120. | 49717.85                     |                  |
| MOTOR POOL EXP                             | VEHICLE ACQ (GREATER \$5000) |                  |

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

| Activity   | Date     | Clerk                 | Comment                    |
|------------|----------|-----------------------|----------------------------|
| CCancelled | 11/24/20 | JOHN PAINE            | GL Allocation changed      |
| Approved   | 10/21/20 | DIANE MCCARTY         |                            |
| Approved   | 11/24/20 | DIANE MCCARTY         |                            |
| Approved   | 11/24/20 | DONNA MICHELE STANLEY | Auto approved by: 9105paij |
| Approved   | 11/24/20 | DONALD ROSE           | Auto approved by: 9105paij |
| Approved   | 11/24/20 | SANDRA LEWIS          | Auto approved by: 9105paij |
| Approved   | 11/24/20 | HEATHER KIHYET        | Auto approved by: 9105paij |
| Approved   | 11/24/20 | JOHN PAINE            | .3                         |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Bid # 5490 For Suburban

U.S Chevrolet 49,717.85 Suburban

~~Long~~

Long Lewis - 52,173.00.10 Ford Expedition XLT

Danchoo  
Chevrolet 52,755.10 Suburban

~~Long Lewis~~

# BID SHEET

## This is Not an Order

**Mailing Address:**

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

**Purchasing Department  
and Package Delivery:**

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

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

Typed by: en Buyer: 002

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

|                           |                        |                                       |                                                                          |
|---------------------------|------------------------|---------------------------------------|--------------------------------------------------------------------------|
| DATE<br><b>11/06/2020</b> | BID NO.<br><b>5490</b> | DEPARTMENT<br><b>Municipal Garage</b> | Commodities to be delivered F.O.B. Mobile to:<br><b>745 Broad Street</b> |
|---------------------------|------------------------|---------------------------------------|--------------------------------------------------------------------------|

**This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M. Tuesday, November 24, 2020**

| QUANTITY      | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | UNIT | UNIT PRICE   |       | EXTENSION |       |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|-------|-----------|-------|
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      | Dollars      | Cents | Dollars   | Cents |
| Appx.<br>1- 2 | <p align="center"><b>SPORTS UTILITY VEHICLE</b></p> <p>2021 Year or Newer Model 2WD Sports Utility Vehicle, use 130” maximum wheel base with equipment options as per the attached and following <b><u>MINIMUM</u></b> specifications:</p> <p>Chevrolet Suburban or Equivalent.</p> <p>Make &amp; Model _____</p> <p>Furnish Literature and Specifications.</p> <p>Time to deliver vehicle after receipt of order _____</p> <p>Upon award the City will purchase one (1) Chevrolet Suburban or equal.</p> <p>Initial color to be black, other colors may be ordered.</p> <p>Include Certificate of Title in your Bid price.</p> <p>The City reserves the right to inspect any vehicle bid prior to award.</p> <p>All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all <b>must</b> be delivered.</p> <p>Under <b><u>NO</u></b> circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.</p> <p align="center">Page 1 of 2</p> |      |              |       |           |       |
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |              |       |           |       |
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      | <b>TOTAL</b> |       |           |       |

Page 1 of 2

TOTAL

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

State delivery time within \_\_\_\_\_ days of receipt of P.O.

Firm Name \_\_\_\_\_

Typed Signature \_\_\_\_\_

By \_\_\_\_\_

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be 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](http://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](http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx) . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

# BID CONTINUATION SHEET

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

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      | Dollars    | Cents | Dollars   | Cents |
|          | <p style="text-align: center;">Page 2 of 2</p> <p>Business License Required (See Instruction #14).</p> <p>Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.<br/>(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p>Pricing to be good for model year bid.</p> <p><b>TO BE AWARDED ALL OR NONE.</b></p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      | 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.

Model: CC10906Suburban: 2WD

Configuration Information

PEG: 1LT

Primary Color: GBA - Black

Engine: L84 - Engine, 5.3L EcoTec3 VS

Transmission: MOC. Transmission, 10-speed automatic

Trim: HOY - Jet Black, Leather seating surfaces 1st and 2nd row

Emissions: FE9 - Emissions, Federal requirements

Requested TPW:

Options: A2X, A50, ARN, ATH, ATV, B30, B58, BTB,BVE, C6H, CJ2, 007, DD8, DLF,FE9,GUS,IOT, K34,KA1, KC4, KI4, KNP. KW5. L64, MOC, N37, PZX, ODF. TC2. T05, U2K. U2L, UD7, UDO, UE1, UE4. UEU, UHY, UK3. UKJ, USR, UTJ, UW9, V55, V02, WPB, Z82, ZW7

A2X: Power Scat Adjuster (Driver's Side)

A50: Seats, front bucket

ARN: Scats, third row 60/40 split-folding bench, manual

ATH: Keyless Open

ATV: Seats, second row bucket, manual

B30: Floor covering, color-keyed carpeting

B858: Floor mats, color-keyed carpeted first and second row, removable BTB: Remote start

BVE: Assist steps. Black with chrome accent strip

C6H: GVWR, 7500 lbs. (3402 kg)

CJ2: Air conditioning, tri-zone automatic climate control

D07: Console. Noor

DD8: Mirror, inside rear view auto-dimming

DLF: Mirrors, outside heated power-adjustable, manual-folding, body-color

FE9: Emissions, Federal requirements

GUS: Rear axle, 3.23 ratio

IOT: Audio system. Chevrolet Infotainment 3 Premium system with connected Navigation. 10.2" diagonal HD color touchscreen

K34: Cruise control, electronic with set and resume speed

KA1: Seats, heated driver and front passenger

KC4: Cooling, external engine oil cooler, heavy-duty air-to-oil

KI4: Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area

KNP: Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

KW5: Alternator. 220 amps

L84: Engine, 5.3L EcoTec3 V8

MOC: Transmission, 10-speed automatic

N37: Steering column, manual tilt and telescopic

NP5: Steering wheel, leather-wrapped

PZX: Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum

QDF: Tires, 265/65R16SL all-season, blackwall

R6Q: Processing Option

TC2: Liftgate, rear power programmable, hands-free



TOS: IntelliBeam, automatic high beam on/off

U2K: SiriusXM Radio with 360L

U2L: Radio, HD

UD7: Rear Park Assist

UDO: Driver Information Center. 4.2 diagonal color display

UE1: OnStar and Chevrolet connected services capable

UE4: Following Distance Indicator

UEU: Forward Collision Alert

UHY: Automatic Emergency Braking

UK3: Steering wheel controls, mounted audio,

UKJ: Front Pedestrian Braking

USR: USB data ports, 2, one type-A and one type-C located within center console

UTJ: Theft-deterrent system, content, electrical, unauthorized entry

UVB: HD Rear Vision Camera

UW9: Rear Seat Media System

V55: Luggage rack side rails, roof-mounted, bright

V02: Fleet processing option

WPB: Rear Media and Nav. Package

Z82: Trailering equipment

ZW7: Suspension Package. Premium Smooth Ride



## **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:**12/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of Purchase Order to Dana Safety Supply Inc for 43 LED equipped police vehicle Setina BK2044TAH15 push bumpers.

General Fund.

**Amount of Contract:**

\$35,639.69

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                      | Type       | Upload Date |
|----------------------------------|------------|-------------|
| 20201124 Dana Agenda Package POs | Cover Memo | 11/24/2020  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                 |
|--------------------------------|----------|----------------------|
| Mayors Office      Wesch, Paul | Approved | 11/25/2020 - 9:44 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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>  | <b>Description</b>                                                                              | <b>Amount</b> | <b>Vendor</b>                                  |
|--------------------|--------------------|--------------------|-------------------------------------------------------------------------------------------------|---------------|------------------------------------------------|
| <u>956</u>         | 2021               | (F7000) MOTOR POOL | 43 LED-EQUIPPED<br>POLICE VEHICLE<br>SETINA<br>BK2044TAH15<br>PUSH BUMPERS<br>(SEALED BID 5367) | \$35,639.69   | <u>(290980) DANA<br/>SAFETY SUPPLY<br/>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<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00000956-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
DANA SAFETY SUPPLY INC  
4809 KOGER BLVD

GREENSBORO, NC 27407

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

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 |
|--------------|---------------|---------------|----------|-------|------------|
| 10/19/20     | 290980        | 10/19/20      |          |       | MOTOR POOL |

| LN Description / Account                                                                                                                                                                         | Qty           | Unit Price | Net Price |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|-----------|
| 001 PUSH BUMPER LED FOR CURRENT MODEL<br>SPORT UTILITY VEHICLE AND PICKUP<br>TRUCK, VENDOR TO PROVIDE SETINA<br>BK2044TAH15 AS PER MY BID 5367<br>AND YOUR QUOTE<br>Additional Description Notes | 43.00<br>EACH | 828.83000  | 35639.69  |

PUSH BUMPERS FOR PATROL TAHOES.  
Inventory Item/Loc 17409

|                                                                        |          |
|------------------------------------------------------------------------|----------|
| 1 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01530 .VEHICLEEXP. | 35639.69 |
|------------------------------------------------------------------------|----------|

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 | 35639.69 |
|-------------------|----------|

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

Amount Remaining Budget

|                                                                                                          |                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 0000956-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|

Page 2

Vendor  
 DANA SAFETY SUPPLY INC  
 4809 KOGER BLVD

Ship To  
 MOTOR POOL  
 745 BROAD STREET

GREENSBORO, NC 27407

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

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

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 |
|--------------|---------------|---------------|----------|-------|------------|
| 10/19/20     | 290980        | 10/19/20      |          |       | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|-----------------------|-----|------------|-----------|
| E  | MP01530 .VEHICLEEXP.  |     | 35639.69   | 436338.32 |

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

| Account                                    | Amount | Remaining Budget |
|--------------------------------------------|--------|------------------|
| 7000.40.20.0000.0000.2070.0000.0000.47120. |        |                  |

|                |          |                              |
|----------------|----------|------------------------------|
| MOTOR POOL EXP | 35639.69 | VEHICLE ACQ (GREATER \$5000) |
|----------------|----------|------------------------------|

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

| Activity  | Date     | Clerk                 | Comment                    |
|-----------|----------|-----------------------|----------------------------|
| Cancelled | 11/24/20 | JOHN PAINE            | GL Allocation changed      |
| Approved  | 10/19/20 | DIANE MCCARTY         |                            |
| Approved  | 11/24/20 | DIANE MCCARTY         |                            |
| Approved  | 11/24/20 | DONNA MICHELE STANLEY | Auto approved by: 9105paij |
| Approved  | 11/24/20 | DONALD ROSE           | Auto approved by: 9105paij |
| Approved  | 11/24/20 | SANDRA LEWIS          | Auto approved by: 9105paij |
| Approved  | 11/24/20 | HEATHER KIHYET        | Auto approved by: 9105paij |
| Approved  | 11/24/20 | JOHN PAINE            |                            |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Bid 5367 Tabulation  
Push Bumper

|        |             | Amount   | In State/<br>Outside County |
|--------|-------------|----------|-----------------------------|
| 290980 | Dana Safety | \$828.83 | \$870.27                    |
| 201456 | Team One    | \$911.71 |                             |



# CITY OF MOBILE

## BID SHEET

This is Not an Order

**Mailing Address:**

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

**Purchasing Department  
and Package Delivery:**

Government Plaza  
4<sup>th</sup> Floor, Room S-408  
205 Government St  
Mobile, Alabama 36644

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

Typed by: mns 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: |
|------------|---------|------------|-----------------------------------------------|
| 12/27/2019 | 5367    | POLICE     | AS SPECIFIED                                  |

**This bid must be received and stamped by the Purchasing office not later than: 10:30 AM, Thursday, January 16, 2020**

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 10:00 AM, Thursday, January 16, 2020 |            |       |           |       |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------|-------|-----------|-------|
| QUANTITY    | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | UNIT                                 | UNIT PRICE |       | EXTENSION |       |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      | Dollars    | Cents | Dollars   | Cents |
| QTY<br>4-20 | <p style="text-align: center;"><b>PUSH BUMPERS</b></p> <p>LED Push Bumper for current model sport utility vehicle and pickup truck as per the following specifications.</p> <p>Make _____ Model _____</p> <p>Vendor will provide literature and documentation of product bid.</p> <p>Upon award the City will purchase the minimum quantity shown above.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the</p> |                                      |            |       |           |       |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      |            |       |           |       |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      | 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](http://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](http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx). Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

# BID CONTINUATION SHEET

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

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | UNIT | UNIT PRICE   |       | EXTENSION |       |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      | Dollars      | Cents | Dollars   | Cents |
|          | <p align="center">Page 2 of 2</p> <p>Purchasing Department before award can be completed.<br/>(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p><b>For additional information, contact:</b></p> <p align="center"><b>City of Mobile Purchasing Department</b><br/><a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a> .</p> <p>Pricing to be firm for a one-year period from award of this bid.</p> <p>At the option of the successful vendor and the City of Mobile, the award of this bid may be extended for two additional one-year periods.</p> <p><b>TO BE AWARDED ALL OR NONE.</b></p> |      |              |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      | <b>TOTAL</b> |       |           |       |

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.

## **LED PUSH BUMPER FOR CURRENT MODEL SPORTS UTILITY VEHICLE AND PICKUP TRUCK**

### **Specifications as Follows:**

#### **ITEM #1      PUSH BUMPER CONSTRUCTION**

1. Push Bumper Upright Side Plates constructed of Heavy-duty, High-strength, .250 inch Aircraft Grade, 5052 H3 Aluminum.
2. Upright Push Bumper Side Plates to have machined recesses, to interlock upper support crossbar and center shelf prior to welding, for maximum structural integrity.
3. Upper Support Crossbar constructed of 2" diameter x .125 inch thick, High-Strength, Light-Weight, Aircraft Grade, 6061 T6 Aluminum, interlocked and welded to the main push bumper upright structure.
4. Center Cross Support shelf constructed of .125 thick x 5 inches wide, High-Strength, Light-Weight, 6061T6 Aircraft Grade Aluminum Extrusion, with rounded edges, interlocked and welded to the main push bumper upright structure.
5. Center Cross Support Shelf must have capacity to accommodate warning lights and/or speaker systems.
6. Crossbar must have pre-punched holes for lights and sirens.
7. Units with non-structural, removable fascia for lights on upper crossbar are not acceptable.

#### **ITEM #2      RUBBER CONTACT SURFACE**

1. Vertical Push Pads to be of Replaceable, Heavy-Duty, Mar-Resistant, Rubber Extrusion – ½ inch thick x 2 inches wide.
2. Rubber Push Pad Mounted to welded, High-Strength Aluminum T-Channel, and secured with low profile, ribbed, nylon push in panel retaining rivets.

#### **ITEM #3      MOUNTING BRACKET SYSTEM**

1. Mounting Bracket System constructed of Heavy-Duty, ¼" formed HR Steel.
2. Mounting Bracket System to be Edge Rounded, for maximum adherence of primer and powder coat finish.

#### **ITEM #4 METAL PREPARATION, PRIMER AND POWDER COAT FINISH**

1. Primer and Powder Coat must be Corrosion Resistant, and be Laboratory Tested to meet the ASTM B117, Neutral Salt Spray Standards, and Laboratory Tested to meet the ASTM D2247, Humidity Resistance Standards.
2. Powder Coat Finish, to meet or exceed the Automotive Industry, S4214 Method D559, South Florida Exposure Standards, for UV Protection against Fade, and up to 5 years of Florida exposure with Good Gloss and Color Stability.

#### **ITEM #5 HARDWARE & FASTENERS**

1. All Hardware & Fasteners to Grade 8 or better, and meet or exceed, Automotive PPAP Corrosion Standards.
2. All Hardware & Fasteners to be coated, and laboratory tested in accordance to ASTM-B-117, Salt-Spray Standards, for protection against both white and red rust.

#### **ITEM #6 LED LIGHTING PACKAGE**

1. Lighting package consists of 2 forward-facing lights, and 2 additional side-mounted "intersection" lights, for a total of 4 Soundoff Signal NForce LED light heads.
2. Forward-facing lights are recessed into upper crossbar for increased protection to light heads.
3. Side-mounted lights are recessed within side plates, mounted at a 30 degree forward bias, for maximum forward and side visibility.
4. Lights must be equipped with 8-foot leads, ensuring no connections are made outside of the vehicle for maximum weather resistance and product longevity.
5. 12 LED (Dual Color) NForce Light Configurations.

#### **Item #7 P.I.T. Fender Guard Compatibility**

Push Bumper must be Compatible with P.I.T. Impact Resistant Fender Protector Systems.

#### **Item #8 SRS Airbag Compatibility**

Push Bumper to have been field tested to verify that push bumper will not interfere with vehicles SRS Air Bag System.

**PRODUCT MUST BE MADE IN USA – OFFSHORE IMPORTS ARE NOT ACCEPTED**



## **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:**12/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Graybar Electric Co Inc for 6 24ft traffic signal poles with 35ft mast arms.

CIP

**Amount of Contract:**

\$37,994.94

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                         | Type       | Upload Date |
|-------------------------------------|------------|-------------|
| 20201124 Graybar Agenda Package POs | Cover Memo | 11/25/2020  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                 |
|--------------------------------|----------|----------------------|
| Mayors Office      Wesch, Paul | Approved | 11/25/2020 - 9:44 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.*

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b> | <b>Description</b>                                                  | <b>Amount</b> | <b>Vendor</b>                                               |
|--------------------|--------------------|-------------------|---------------------------------------------------------------------|---------------|-------------------------------------------------------------|
| <u>2476</u>        | 2021               | (2062) ELECTRICAL | SIX 24FT TRAFFIC SIGNAL POLES WITH 35FT MAST ARMS (SEALED BID 5474) | \$37,994.94   | <u>(075199)</u><br><u>GRAYBAR</u><br><u>ELECTRIC CO 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<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00002476-00 FY 2021<br><br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer:<br>Status: Released | Page 1 |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                             |                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>GRAYBAR ELECTRIC CO INC<br>4359 HALLS MILL RD<br><br>MOBILE, AL 36691<br><br>Tel#251-706-5605<br>Fax 251-666-6293 | Ship To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604<br>DLOVE@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANNA LOVE<br><br>Deliver To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 11/18/20     | 075199        |               |          |       | ELECTRICAL |

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

General Notes

|     |                                                                                                                                                                                                                                                                                                      |              |            |          |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|----------|
| 004 | AS PER MY BID # 5472 AND YOUR QUOTE<br>pole, steel, round tapered shaft,<br>24 feet with 35 feet mast arm that<br>will ensure a minimum 16 feet<br>clearance from bottom of signal(s)<br>to roadway, painted gloss black<br>and meet the following attached<br>minimum specification.<br>Vendor Item | 6.00<br>EACH | 6332.49000 | 37994.94 |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|----------|

|   |                                                               |  |  |          |
|---|---------------------------------------------------------------|--|--|----------|
| 1 | 2000.80.00.0000.0000.0000.0000.44020.<br>E C0294 .OPERSUPPLS. |  |  | 37994.94 |
|---|---------------------------------------------------------------|--|--|----------|

Ship To  
 ELECTRICAL  
 854 GAYLE STREET  
 MOBILE, AL 36604  
 Delivery Reference  
 DIANNA LOVE

Deliver To  
 ELECTRICAL  
 854 GAYLE STREET  
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total

37994.94

|                                                                                                          |                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00002476-00 FY 2021<br><br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer:<br>Status: Released |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|

Page 2

Vendor  
 GRAYBAR ELECTRIC CO INC  
 4359 HALLS MILL RD

Ship To  
 ELECTRICAL  
 854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604  
 DLOVE@CITYOFMOBILE.ORG

Tel#251-706-5605  
 Fax 251-666-6293

Delivery Reference  
 DIANNA LOVE

Deliver To  
 ELECTRICAL  
 854 GAYLE STREET

MOBILE, AL 36604

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 11/18/20     | 075199        |               |          |       | ELECTRICAL |

| LN Description / Account                   | Qty | Unit Price | Net Price        |
|--------------------------------------------|-----|------------|------------------|
| ***** Project Ledger Summary Section ***** |     |            |                  |
| Account                                    |     | Amount     | Remaining Budget |
| E C0294 .OPERSUPPLS.                       |     | 37994.94   | 153149.92        |

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

|                                       |          |                  |
|---------------------------------------|----------|------------------|
| Account                               | Amount   | Remaining Budget |
| 2000.80.00.0000.0000.0000.0000.44020. |          |                  |
|                                       | 37994.94 |                  |

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

| Activity  | Date     | Clerk                 | Comment               |
|-----------|----------|-----------------------|-----------------------|
| Cancelled | 11/19/20 | MICHAEL SPAFFORD      | GL Allocation changed |
| Queued    | 11/19/20 | MARYBETH BERGIN       | GL Allocation changed |
| Queued    | 11/19/20 | JENNIFER WHITE        | GL Allocation changed |
| Pending   |          | TIFFANY HOLLINS       | GL Allocation changed |
| Pending   |          | MARILYN MCMILLAN      | GL Allocation changed |
| Pending   |          | RELYA MALLORY         | GL Allocation changed |
| Pending   |          | DONNA MICHELE STANLEY | GL Allocation changed |
| Pending   |          | DONALD ROSE           | GL Allocation changed |
| Pending   |          | SANDRA LEWIS          | GL Allocation changed |
| Pending   |          | JOHN PAINE            | GL Allocation changed |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

## TABULATION SHEET - BID # 5474 STREET LIGHTING POLES

|                  |               |
|------------------|---------------|
| GRAYBAR ELECTRIC | \$ 131,342.11 |
|------------------|---------------|

|                                 |                |
|---------------------------------|----------------|
| GRAYBAR ELECTRIC, ALTERNATE BID | \$ 118,871.08* |
|---------------------------------|----------------|

|                                     |               |
|-------------------------------------|---------------|
| SOUTHERN LIGHTING + TRAFFIC SYSTEMS | \$ 113,175.00 |
|-------------------------------------|---------------|

|                            |               |
|----------------------------|---------------|
| UTILICOM SUPPLY ASSOCIATES | \$ 118,660.00 |
|----------------------------|---------------|

\* ALTERNATE BID BY GRAYBAR ELECTRIC WAS THE LOW QUOTE DUE TO  
APPLICATION OF TEN PERCENT LOCAL VENDOR PREFERENCE

# CITY OF MOBILE

## BID SHEET

This is Not an Order

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

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

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

Typed by: cn Buyer: 004

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

|                    |                 |                          |                                                                  |
|--------------------|-----------------|--------------------------|------------------------------------------------------------------|
| DATE<br>09/09/2020 | BID NO.<br>5474 | DEPARTMENT<br>Electrical | Commodities to be delivered F.O.B. Mobile to:<br>To Be Specified |
|--------------------|-----------------|--------------------------|------------------------------------------------------------------|

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

10:30 A.M., Friday, September 25, 2020

| QUANTITY    | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                       | UNIT | UNIT PRICE |       | EXTENSION |       |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                |      | Dollars    | Cents | Dollars   | Cents |
|             | <b>STREET LIGHTING POLES</b>                                                                                                                                                                                                                                                                                                                                                                                                   |      |            |       |           |       |
| Qty<br>6    | Pole, steel, round tapered shaft, 24 feet with 35 feet mast arm that will ensure a minimum 16 feet clearance from bottom of signal(s) to roadway, powder-coated gloss black and meet the following attached minimum specification.<br><br>Make: _____ Model: _____                                                                                                                                                             |      |            |       |           |       |
| 2           | Pole, steel, round tapered shaft, 37 feet, with 24 feet mast arm that will ensure a minimum 16 feet clearance from bottom of signal(s) to roadway, with 12 feet luminaire arm, curved, smooth upswept, round shaft, 2 inch dia., oriented same as mast arm, luminaire arm to mount above mast arm near top of pole, powder-coated gloss black, pole to meet the attached minimum specification<br><br>Make: _____ Model: _____ |      |            |       |           |       |
| 2           | Pole, steel, round tapered shaft, 28 feet, with 24 feet mast arm that will ensure 16 feet clearance from bottom of signal(s) to roadway, powder-coated gloss black and meet the attached minimum specification<br><br>Make: _____ Model: _____                                                                                                                                                                                 |      |            |       |           |       |
| 1           | Pole, steel, traffic signal, round tapered shaft, 28 feet, with 55 feet mast arm that will ensure a minimum 16 feet clearance between the bottom of signal(s) and road way, powder-coated gloss black and meet the following attached minimum specification<br><br>Make: _____ Model: _____                                                                                                                                    |      |            |       |           |       |
| Page 1 of 3 |                                                                                                                                                                                                                                                                                                                                                                                                                                |      | TOTAL      |       |           |       |

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

State delivery time within \_\_\_\_\_ days of receipt of P.O.

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.
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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.
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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](http://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.
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# BID CONTINUATION SHEET

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

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      | Dollars    | Cents | Dollars   | Cents |
|          | Page 2 of 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |            |       |           |       |
| 2        | <p>Pole, steel, traffic signal, round tapered shaft, 37 feet, with 55 feet mast arm, that will ensure a minimum 16 feet clearance between the bottom of signal(s) and the road way, with 12 feet luminaire arm attached above the mast arm and near top of pole, clamp-on luminaire arm so it can be oriented north, south, east or west on the pole, luminaire arm pipe 2 inch schd. 40, 40 feet luminaire mounting height, rise height max. 3.5 feet, powder-coated gloss black and meet the attached minimum specification</p> <p>Make: _____ Model: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |            |       |           |       |
| 1        | <p>steel, pole, traffic signal, round tapered shaft, 37 feet, with 50 feet mast arm that will ensure a minimum 16 feet clearance between the bottom of signal(s) and the road way, with a 12 feet luminaire arm attached above the mast arm and near the top of pole, clamp on luminaire arm so it can be oriented north, south, east or west on the pole, luminaire arm pipe 2 inch schd. 40, luminaire mounting height 40 feet, rise height 3.5 feet, powder-coated gloss black and meet the attached minimum specification</p> <p>Make: _____ Model: _____</p> <p>Luminaire not included.</p> <p>Provide Literature and Specifications on item bid.</p> <p>Prior to Award, the City may request detailed drawing of the Pole bid.</p> <p>Quote delivered pricing FOB Mobile.</p> <p>Prices to remain firm for sixty (60) days from bid opening,</p> <p>System / Products Bid are to be compatible with existing equipment in use by the City of Mobile.</p> <p>City will assist with the unloading. Vendor/truck line must call at least 24 hours prior to delivery attempt. Truck can be met/unloaded between 7:30 a.m. and 1:00 p.m. only. Notification required to ensure equipment in place for unloading.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do</p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      | TOTAL      |       |           |       |

RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name \_\_\_\_\_

By \_\_\_\_\_

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

# BID CONTINUATION SHEET

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

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | UNIT | UNIT PRICE   |       | EXTENSION |       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      | Dollars      | Cents | Dollars   | Cents |
|          | <p align="center">Page 3 of 3</p> <p>business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.<br/>(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p><b>TO BE AWARDED ALL OR NONE.</b></p> |      |              |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      | <b>TOTAL</b> |       |           |       |

**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.



## TRAFFIC POLE SPECIFICATIONS

### **DESIGN:**

1. Traffic control structures shall be designed in accordance with 1994 AASHTO or greater "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" for 100 MPH wind zone to support fixed signals and signs as indicated by design.

### **MATERIALS:**

1. The steel shaft shall conform to ASTM-A595 or greater and shall have a continuous taper of .14 inches per foot.
2. The base plate shall be fabricated from ASTM-A36 or greater. It shall telescope the shaft and be attached by means of two continuous welds, one on the inside of the base at the end of the shaft, and the other on the outside at the top of the base.
3. A Flange plate for accepting the arm assembly shall be welded to the pole complete with side plates tangent to the pole and gusset plates both top and bottom and sides. Plates shall conform to ASTM-A36. The flange plate shall have a 2 ½" diameter wiring hole centered over a 3" diameter hole in the pole and have holes matching the arm flange to accept the ASTM-A325 attachment bolts.
4. Poles shall be furnished complete with a 4" x 8" reinforcing hand hole frame, with ½" -13NC2 grounding provision, hand hole cover and attaching stainless steel hardware is required opposite the mast arm.
5. A J-Hook wire support shall be welded near the top inside of the pole.
6. A removable pole top with attaching stainless steel hardware shall be furnished with each pole.
7. The steel arm shall conform to ASTM-A595 or greater and shall have a continuous taper of .14 inches per foot.
8. Arms up thru 40'-0" in length shall be furnished as on continuous, un-spliced tapered section. Arms over 40'-0" shall be furnished in two sections, which shall assemble by telescoping the outboard section over the inboard section over with a firm tapered fit. The joint shall be secured with a thru bolt or stud complete with locknuts.
9. The arm flange plate shall be fabricated from ASTM-A36 or greater and be drilled to match the pole plates.
10. A removable arm end cap shall be provided complete with stainless steel attaching hardware.
11. Signal hanger clamps and grommets are available as separate accessories.
12. Anchor bolts shall conform to ASTM-A36 M55 having minimum yield strength of 55,000 PSI, with threaded end and hex nuts (2 per bolt) each galvanized to ASTM-A153 or greater.
13. The appearance of the pole surface and arm shall be a smooth, uniform finish. Poles made by the break press "bump" method will not be acceptable. In addition, multi-sided poles and sectional, (stacked and bolted) poles will not be acceptable.

### **FINISH:**

TO BE STRONG, LONG-LASTING, CORROSION RESISTANT, POWDER COATED GLOSS BLACK.



## **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:**12/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Graybar Electric Co Inc for two 37ft traffic signal poles with 24ft mast arms and two 28ft traffic signal poles with 24ft mast arms.

CIP

**Amount of Contract:**

\$26,965.72

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                          | Type       | Upload Date |
|--------------------------------------|------------|-------------|
| 20201124 Graybar2 Agenda Package POs | Cover Memo | 11/25/2020  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                 |
|--------------------------------|----------|----------------------|
| Mayors Office      Wesch, Paul | Approved | 11/25/2020 - 9:44 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b> | <b>Description</b>                                                                                              | <b>Amount</b> | <b>Vendor</b>                                               |
|--------------------|--------------------|-------------------|-----------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------|
| <u>2478</u>        | 2021               | (2062) ELECTRICAL | TWO 37FT TRAFFIC SIGNAL POLES WITH 24FT MAST ARMS; TWO 28FT TRAFFIC POLES WITH 24FT MAST ARMS (SEALED BID 5474) | \$26,965.72   | <u>(075199)</u><br><u>GRAYBAR</u><br><u>ELECTRIC CO 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<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00002478-00 FY 2021<br><br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105spam<br>Status: Released | Page 1 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                             |                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>GRAYBAR ELECTRIC CO INC<br>4359 HALLS MILL RD<br><br>MOBILE, AL 36691<br><br>Tel#251-706-5605<br>Fax 251-666-6293 | Ship To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604<br>DLOVE@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANNA LOVE<br><br>Deliver To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 11/18/20     | 075199        |               |          |       | ELECTRICAL |

| LN Description / Account                                                                                                                                                                                                                                                                                                                                                                                                                                               | Qty          | Unit Price | Net Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-----------|
| 001 Pole, steel, round tapered shaft,<br>37 feet, with 24 feet mast arm<br>that will ensure a minimum 16 feet<br>clearance from bottom of signal(s)<br>to roadway, with 12 feet luminaire<br>arm, curved, smooth upswept, round<br>shaft, 2 inch dia., oriented same<br>as mast arm, luminaire arm to<br>mount above mast arm near top of<br>pole, powder coat gloss black over<br>galvanized steel, pole to meet<br>the attached minimum specification<br>Vendor Item | 2.00<br>EACH | 7433.64000 | 14867.28  |
| 1 2000.80.00.0000.0000.0000.0000.44020.<br>E C0293 .OPERSUPPLS.                                                                                                                                                                                                                                                                                                                                                                                                        |              |            | 14867.28  |

Ship To  
 ELECTRICAL  
 854 GAYLE STREET  
 MOBILE, AL 36604  
 Delivery Reference  
 DIANNA LOVE

Deliver To  
 ELECTRICAL  
 854 GAYLE STREET  
 MOBILE, AL 36604

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00002478-00 FY 2021<br><br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105spam<br>Status: Released | Page 2 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                             |                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>GRAYBAR ELECTRIC CO INC<br>4359 HALLS MILL RD<br><br>MOBILE, AL 36691<br><br>Tel#251-706-5605<br>Fax 251-666-6293 | Ship To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604<br>DLOVE@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANNA LOVE<br><br>Deliver To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 11/18/20     | 075199        |               |          |       | ELECTRICAL |

| LN  | Description / Account                                                                                                                                                                                                                             | Qty          | Unit Price | Net Price |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-----------|
| 002 | Pole, steel, round tapered shaft, 28 feet, with 24 feet mast arm that will ensure 16 feet clearance from bottom of signal(s) to roadway, powder coat gloss black over galvanized steel and meet the attached minimum specification<br>Vendor Item | 2.00<br>EACH | 6049.22000 | 12098.44  |

|   |                                                               |  |  |          |
|---|---------------------------------------------------------------|--|--|----------|
| 1 | 2000.80.00.0000.0000.0000.0000.44020.<br>E C0293 .OPERSUPPLS. |  |  | 12098.44 |
|---|---------------------------------------------------------------|--|--|----------|

Ship To  
ELECTRICAL  
854 GAYLE STREET  
MOBILE, AL 36604  
Delivery Reference  
DIANNA LOVE

Deliver To  
ELECTRICAL  
854 GAYLE STREET  
MOBILE, AL 36604

[Requisition Link](#)

|                   |          |
|-------------------|----------|
| Requisition Total | 26965.72 |
|-------------------|----------|

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

| Account              | Amount   | Remaining Budget |
|----------------------|----------|------------------|
| E C0293 .OPERSUPPLS. | 26965.72 | 41449.48         |

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00002478-00 FY 2021<br><br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105spam<br>Status: Released | Page 3 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                             |                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>GRAYBAR ELECTRIC CO INC<br>4359 HALLS MILL RD<br><br>MOBILE, AL 36691<br><br>Tel#251-706-5605<br>Fax 251-666-6293 | Ship To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604<br>DLOVE@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANNA LOVE<br><br>Deliver To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 11/18/20     | 075199        |               |          |       | ELECTRICAL |

|                                            |                    |                  |
|--------------------------------------------|--------------------|------------------|
| Account                                    | Amount             | Remaining Budget |
| ***** General Ledger Summary Section ***** |                    |                  |
| Account                                    | Amount             | Remaining Budget |
| 2000.80.00.0000.0000.0000.0000.44020.      |                    |                  |
|                                            | 26965.72           |                  |
| CAPITAL IMPROVEMENTS FUND EXP              | OPERATING SUPPLIES |                  |

|                                      |          |                       |                                |
|--------------------------------------|----------|-----------------------|--------------------------------|
| ***** Approval/Conversion Info ***** |          |                       |                                |
| Activity                             | Date     | Clerk                 | Comment                        |
| Cancelled                            | 11/19/20 | MICHAEL SPAFFORD      | GL Allocation, GL Allocation c |
| Queued                               | 11/19/20 | MARYBETH BERGIN       | GL Allocation, GL Allocation c |
| Queued                               | 11/19/20 | JENNIFER WHITE        | GL Allocation, GL Allocation c |
| Pending                              |          | TIFFANY HOLLINS       | GL Allocation, GL Allocation c |
| Pending                              |          | MARILYN MCMILLAN      | GL Allocation, GL Allocation c |
| Pending                              |          | RELYA MALLORY         | GL Allocation, GL Allocation c |
| Pending                              |          | DONNA MICHELE STANLEY | GL Allocation, GL Allocation c |
| Pending                              |          | DONALD ROSE           | GL Allocation, GL Allocation c |
| Pending                              |          | SANDRA LEWIS          | GL Allocation, GL Allocation c |
| Pending                              |          | JOHN PAINE            | GL Allocation, GL Allocation c |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature



## TABULATION SHEET - BID # 5474 STREET LIGHTING POLES

|                  |               |
|------------------|---------------|
| GRAYBAR ELECTRIC | \$ 131,342.11 |
|------------------|---------------|

|                                 |                |
|---------------------------------|----------------|
| GRAYBAR ELECTRIC, ALTERNATE BID | \$ 118,871.08* |
|---------------------------------|----------------|

|                                     |               |
|-------------------------------------|---------------|
| SOUTHERN LIGHTING + TRAFFIC SYSTEMS | \$ 113,175.00 |
|-------------------------------------|---------------|

|                            |               |
|----------------------------|---------------|
| UTILICOM SUPPLY ASSOCIATES | \$ 118,660.00 |
|----------------------------|---------------|

\* ALTERNATE BID BY GRAYBAR ELECTRIC WAS THE LOW QUOTE DUE TO  
APPLICATION OF TEN PERCENT LOCAL VENDOR PREFERENCE

# CITY OF MOBILE

## BID SHEET

This is Not an Order

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

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

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

Typed by: cn Buyer: 004

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

|                    |                 |                          |                                                                  |
|--------------------|-----------------|--------------------------|------------------------------------------------------------------|
| DATE<br>09/09/2020 | BID NO.<br>5474 | DEPARTMENT<br>Electrical | Commodities to be delivered F.O.B. Mobile to:<br>To Be Specified |
|--------------------|-----------------|--------------------------|------------------------------------------------------------------|

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

10:30 A.M., Friday, September 25, 2020

| QUANTITY    | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                       | UNIT | UNIT PRICE |       | EXTENSION |       |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                |      | Dollars    | Cents | Dollars   | Cents |
|             | <b>STREET LIGHTING POLES</b>                                                                                                                                                                                                                                                                                                                                                                                                   |      |            |       |           |       |
| Qty<br>6    | Pole, steel, round tapered shaft, 24 feet with 35 feet mast arm that will ensure a minimum 16 feet clearance from bottom of signal(s) to roadway, powder-coated gloss black and meet the following attached minimum specification.<br><br>Make: _____ Model: _____                                                                                                                                                             |      |            |       |           |       |
| 2           | Pole, steel, round tapered shaft, 37 feet, with 24 feet mast arm that will ensure a minimum 16 feet clearance from bottom of signal(s) to roadway, with 12 feet luminaire arm, curved, smooth upswept, round shaft, 2 inch dia., oriented same as mast arm, luminaire arm to mount above mast arm near top of pole, powder-coated gloss black, pole to meet the attached minimum specification<br><br>Make: _____ Model: _____ |      |            |       |           |       |
| 2           | Pole, steel, round tapered shaft, 28 feet, with 24 feet mast arm that will ensure 16 feet clearance from bottom of signal(s) to roadway, powder-coated gloss black and meet the attached minimum specification<br><br>Make: _____ Model: _____                                                                                                                                                                                 |      |            |       |           |       |
| 1           | Pole, steel, traffic signal, round tapered shaft, 28 feet, with 55 feet mast arm that will ensure a minimum 16 feet clearance between the bottom of signal(s) and road way, powder-coated gloss black and meet the following attached minimum specification<br><br>Make: _____ Model: _____                                                                                                                                    |      |            |       |           |       |
| Page 1 of 3 |                                                                                                                                                                                                                                                                                                                                                                                                                                |      | TOTAL      |       |           |       |

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

State delivery time within \_\_\_\_\_ days of receipt of P.O.

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](http://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](http://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 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |            |       |           |       |
| 2        | <p>Pole, steel, traffic signal, round tapered shaft, 37 feet, with 55 feet mast arm, that will ensure a minimum 16 feet clearance between the bottom of signal(s) and the road way, with 12 feet luminaire arm attached above the mast arm and near top of pole, clamp-on luminaire arm so it can be oriented north, south, east or west on the pole, luminaire arm pipe 2 inch schd. 40, 40 feet luminaire mounting height, rise height max. 3.5 feet, powder-coated gloss black and meet the attached minimum specification</p> <p>Make: _____ Model: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |            |       |           |       |
| 1        | <p>steel, pole, traffic signal, round tapered shaft, 37 feet, with 50 feet mast arm that will ensure a minimum 16 feet clearance between the bottom of signal(s) and the road way, with a 12 feet luminaire arm attached above the mast arm and near the top of pole, clamp on luminaire arm so it can be oriented north, south, east or west on the pole, luminaire arm pipe 2 inch schd. 40, luminaire mounting height 40 feet, rise height 3.5 feet, powder-coated gloss black and meet the attached minimum specification</p> <p>Make: _____ Model: _____</p> <p>Luminaire not included.</p> <p>Provide Literature and Specifications on item bid.</p> <p>Prior to Award, the City may request detailed drawing of the Pole bid.</p> <p>Quote delivered pricing FOB Mobile.</p> <p>Prices to remain firm for sixty (60) days from bid opening,</p> <p>System / Products Bid are to be compatible with existing equipment in use by the City of Mobile.</p> <p>City will assist with the unloading. Vendor/truck line must call at least 24 hours prior to delivery attempt. Truck can be met/unloaded between 7:30 a.m. and 1:00 p.m. only. Notification required to ensure equipment in place for unloading.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do</p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      | TOTAL      |       |           |       |

RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name \_\_\_\_\_

By \_\_\_\_\_

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

# BID CONTINUATION SHEET

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

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | UNIT | UNIT PRICE   |       | EXTENSION |       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      | Dollars      | Cents | Dollars   | Cents |
|          | <p align="center">Page 3 of 3</p> <p>business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.<br/>(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p><b>TO BE AWARDED ALL OR NONE.</b></p> |      |              |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      | <b>TOTAL</b> |       |           |       |

**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.

## TRAFFIC POLE SPECIFICATIONS

### **DESIGN:**

1. Traffic control structures shall be designed in accordance with 1994 AASHTO or greater "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" for 100 MPH wind zone to support fixed signals and signs as indicated by design.

### **MATERIALS:**

1. The steel shaft shall conform to ASTM-A595 or greater and shall have a continuous taper of .14 inches per foot.
2. The base plate shall be fabricated from ASTM-A36 or greater. It shall telescope the shaft and be attached by means of two continuous welds, one on the inside of the base at the end of the shaft, and the other on the outside at the top of the base.
3. A Flange plate for accepting the arm assembly shall be welded to the pole complete with side plates tangent to the pole and gusset plates both top and bottom and sides. Plates shall conform to ASTM-A36. The flange plate shall have a 2 ½" diameter wiring hole centered over a 3" diameter hole in the pole and have holes matching the arm flange to accept the ASTM-A325 attachment bolts.
4. Poles shall be furnished complete with a 4" x 8" reinforcing hand hole frame, with ½" -13NC2 grounding provision, hand hole cover and attaching stainless steel hardware is required opposite the mast arm.
5. A J-Hook wire support shall be welded near the top inside of the pole.
6. A removable pole top with attaching stainless steel hardware shall be furnished with each pole.
7. The steel arm shall conform to ASTM-A595 or greater and shall have a continuous taper of .14 inches per foot.
8. Arms up thru 40'-0" in length shall be furnished as on continuous, un-spliced tapered section. Arms over 40'-0" shall be furnished in two sections, which shall assemble by telescoping the outboard section over the inboard section over with a firm tapered fit. The joint shall be secured with a thru bolt or stud complete with locknuts.
9. The arm flange plate shall be fabricated from ASTM-A36 or greater and be drilled to match the pole plates.
10. A removable arm end cap shall be provided complete with stainless steel attaching hardware.
11. Signal hanger clamps and grommets are available as separate accessories.
12. Anchor bolts shall conform to ASTM-A36 M55 having minimum yield strength of 55,000 PSI, with threaded end and hex nuts (2 per bolt) each galvanized to ASTM-A153 or greater.
13. The appearance of the pole surface and arm shall be a smooth, uniform finish. Poles made by the break press "bump" method will not be acceptable. In addition, multi-sided poles and sectional, (stacked and bolted) poles will not be acceptable.

### **FINISH:**

TO BE STRONG, LONG-LASTING, CORROSION RESISTANT, POWDER COATED GLOSS BLACK.





## **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:**12/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Graybar Electric Co Inc for one 28ft traffic signal pole with 55ft mast arms, two 37ft traffic signal poles with 55t mast arms and 12ft luminaire arms, one 37ft traffic signal pole with 50 ft mast arm and 12ft luminaire arm.

CIP

**Amount of Contract:**

\$53,820.48

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                          | Type       | Upload Date |
|--------------------------------------|------------|-------------|
| 20201124 Graybar3 Agenda Package POs | Cover Memo | 11/25/2020  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                 |
|--------------------------------|----------|----------------------|
| Mayors Office      Wesch, Paul | Approved | 11/25/2020 - 9:45 AM |



# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b> | <b>Description</b>                                                                                                                                                                                                            | <b>Amount</b> | <b>Vendor</b>                                               |
|--------------------|--------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------|
| <u>2480</u>        | 2021               | (2062) ELECTRICAL | ONE 28FT TRAFFIC SIGNAL POLE WITH 55FT MAST ARM;<br>TWO 37FT TRAFFIC SIGNAL POLES WITH 55FT MAST ARMS AND 12FT LUMINAIRE ARMS;<br>ONE 37FT TRAFFIC SIGNAL POLE WITH 50FT MAST ARM AND 12FT LUMINAIRE ARM<br>(SEALED BID 5474) | \$53,820.48   | <u>(075199)</u><br><u>GRAYBAR</u><br><u>ELECTRIC CO 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<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00002480-00 FY 2021<br><br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105spam<br>Status: Released | Page 1 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                             |                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>GRAYBAR ELECTRIC CO INC<br>4359 HALLS MILL RD<br><br>MOBILE, AL 36691<br><br>Tel#251-706-5605<br>Fax 251-666-6293 | Ship To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604<br>DLOVE@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANNA LOVE<br><br>Deliver To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 11/18/20     | 075199        |               |          |       | ELECTRICAL |

| LN Description / Account                                                                                                                                                                                                                                                                             | Qty          | Unit Price  | Net Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------|
| 001 pole, steel, traffic signal, round tapered shaft, 28 feet, with 55 feet mast arm that will ensure a minimum 16 feet clearance between the bottom of signal(s) and road way, powder coated gloss black over galvanized steel and meet the following attached minimum specification<br>Vendor Item | 1.00<br>EACH | 12036.70000 | 12036.70  |

|                                                                 |          |
|-----------------------------------------------------------------|----------|
| 1 2000.80.00.0000.0000.0000.0000.44020.<br>E C0343 .OPERSUPPLS. | 12036.70 |
|-----------------------------------------------------------------|----------|

Ship To  
 ELECTRICAL  
 854 GAYLE STREET  
 MOBILE, AL 36604  
 Delivery Reference  
 DIANNA LOVE

Deliver To  
 ELECTRICAL  
 854 GAYLE STREET  
 MOBILE, AL 36604

|                                                                                                          |              |             |          |
|----------------------------------------------------------------------------------------------------------|--------------|-------------|----------|
| 002 pole, steel, traffic signal, round tapered shaft, 37 feet, with 55 feet mast arm, that will ensure a | 2.00<br>EACH | 14533.54000 | 29067.08 |
|----------------------------------------------------------------------------------------------------------|--------------|-------------|----------|

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00002480-00 FY 2021<br><br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105spam<br>Status: Released | Page 2 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                             |                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>GRAYBAR ELECTRIC CO INC<br>4359 HALLS MILL RD<br><br>MOBILE, AL 36691<br><br>Tel#251-706-5605<br>Fax 251-666-6293 | Ship To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604<br>DLOVE@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANNA LOVE<br><br>Deliver To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 11/18/20     | 075199        |               |          |       | ELECTRICAL |

| LN | Description / Account                                                                                                                                                                                                                                                                                                                                                                                                                                     | Qty | Unit Price | Net Price |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-----------|
| 1  | minimum 16 feet clearance between the bottom of signal(s) and the road way, with 12 feet luminaire arm attachhed above the mast arm and near top of pole, clamp-on luminaire arm so it can be oriented north, south, east or west on the pole, luminaire arm pipe 2 inch schd. 40, 40 feet luminaire mounting height, rise height max. 3.5 feet, powder coat gloss black over galvanized steel and meet the attached minimum specification<br>Vendor Item |     |            |           |
|    | 2000.80.00.0000.0000.0000.0000.44020.<br>E C0343 .OPERSUPPLS.                                                                                                                                                                                                                                                                                                                                                                                             |     |            | 29067.08  |

Ship To  
ELECTRICAL  
854 GAYLE STREET  
MOBILE, AL 36604  
Delivery Reference  
DIANNA LOVE

Deliver To  
ELECTRICAL  
854 GAYLE STREET  
MOBILE, AL 36604

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00002480-00 FY 2021<br><br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105spam<br>Status: Released | Page 3 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                             |                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>GRAYBAR ELECTRIC CO INC<br>4359 HALLS MILL RD<br><br>MOBILE, AL 36691<br><br>Tel#251-706-5605<br>Fax 251-666-6293 | Ship To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604<br>DLOVE@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANNA LOVE<br><br>Deliver To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 11/18/20     | 075199        |               |          |       | ELECTRICAL |

| LN  | Description / Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty          | Unit Price  | Net Price |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------|
| 003 | steel, pole, traffic signal, round tapered shaft, 37 feet, with 50 feet mast arm that will ensure a minimum 16 feet clearance between the bottom of signal(s) and the road way, with a 12 feet luminaire arm attached above the mast arm and near the top of pole, clamp on luminaire arm so it can be oriented north, south, east or west on the pole, luminaire arm pipe 2 inch schd. 40, luminaire mounting height 40 feet, rise height 3.5 feet, powder coat gloss black over galvanized steel and meet the attached minimum specification<br>Vendor Item | 1.00<br>EACH | 12716.70000 | 12716.70  |
| 1   | 2000.80.00.0000.0000.0000.0000.44020.<br>E C0343 .OPERSUPPLS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |              |             | 12716.70  |

Ship To  
ELECTRICAL  
854 GAYLE STREET  
MOBILE, AL 36604  
Delivery Reference  
DIANNA LOVE

Deliver To

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00002480-00 FY 2021<br><br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105spam<br>Status: Released | Page 4 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                             |                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>GRAYBAR ELECTRIC CO INC<br>4359 HALLS MILL RD<br><br>MOBILE, AL 36691<br><br>Tel#251-706-5605<br>Fax 251-666-6293 | Ship To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604<br>DLOVE@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANNA LOVE<br><br>Deliver To<br>ELECTRICAL<br>854 GAYLE STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 11/18/20     | 075199        |               |          |       | ELECTRICAL |

| LN | Description / Account                              | Qty | Unit Price | Net Price |
|----|----------------------------------------------------|-----|------------|-----------|
|    | ELECTRICAL<br>854 GAYLE STREET<br>MOBILE, AL 36604 |     |            |           |

#### Requisition Link

|                   |          |
|-------------------|----------|
| Requisition Total | 53820.48 |
|-------------------|----------|

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

| Account              | Amount   | Remaining Budget |
|----------------------|----------|------------------|
| E C0343 .OPERSUPPLS. | 53820.48 | 71228.46         |

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

| Account                               | Amount   | Remaining Budget   |
|---------------------------------------|----------|--------------------|
| 2000.80.00.0000.0000.0000.0000.44020. | 53820.48 |                    |
| CAPITAL IMPROVEMENTS FUND EXP         |          | OPERATING SUPPLIES |

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

| Activity  | Date     | Clerk                 | Comment                       |
|-----------|----------|-----------------------|-------------------------------|
| Cancelled | 11/19/20 | MICHAEL SPAFFORD      | GL Allocation, GL Allocation, |
| Queued    | 11/19/20 | MARYBETH BERGIN       | GL Allocation, GL Allocation, |
| Queued    | 11/19/20 | JENNIFER WHITE        | GL Allocation, GL Allocation, |
| Pending   |          | TIFFANY HOLLINS       | GL Allocation, GL Allocation, |
| Pending   |          | MARILYN MCMILLAN      | GL Allocation, GL Allocation, |
| Pending   |          | RELYA MALLORY         | GL Allocation, GL Allocation, |
| Pending   |          | DONNA MICHELE STANLEY | GL Allocation, GL Allocation, |
| Pending   |          | DONALD ROSE           | GL Allocation, GL Allocation, |
| Pending   |          | SANDRA LEWIS          | GL Allocation, GL Allocation, |
| Pending   |          | JOHN PAINE            | GL Allocation, GL Allocation, |

|                                 |                                       |
|---------------------------------|---------------------------------------|
| =====                           | =====                                 |
| Bill To                         | Requisition 00002480-00 FY 2021       |
| ACCOUNTS PAYABLE                |                                       |
| P O BOX 389                     | Acct No:                              |
|                                 | 2000.80.00.0000.0000.0000.0000.44020. |
| MOBILE, AL                      | Review:                               |
| 36601                           | Buyer: 9105spam                       |
| vendorinvoices@cityofmobile.org | Status: Released                      |
|                                 | Page 5                                |
| =====                           | =====                                 |

Vendor  
GRAYBAR ELECTRIC CO INC  
4359 HALLS MILL RD

Ship To  
ELECTRICAL  
854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604  
DLOVE@CITYOFMOBILE.ORG

Tel#251-706-5605  
Fax 251-666-6293

Delivery Reference  
DIANNA LOVE

Deliver To  
ELECTRICAL  
854 GAYLE STREET

MOBILE, AL 36604

|          |        |          |       |       |            |
|----------|--------|----------|-------|-------|------------|
| -----    | -----  | -----    | ----- | ----- | -----      |
| Date     | Vendor | Date     | Ship  |       |            |
| Ordered  | Number | Required | Via   | Terms | Department |
| -----    | -----  | -----    | ----- | ----- | -----      |
| 11/18/20 | 075199 |          |       |       | ELECTRICAL |
| -----    | -----  | -----    | ----- | ----- | -----      |

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

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

## TABULATION SHEET - BID # 5474 STREET LIGHTING POLES

|                  |               |
|------------------|---------------|
| GRAYBAR ELECTRIC | \$ 131,342.11 |
|------------------|---------------|

|                                 |                |
|---------------------------------|----------------|
| GRAYBAR ELECTRIC, ALTERNATE BID | \$ 118,871.08* |
|---------------------------------|----------------|

|                                     |               |
|-------------------------------------|---------------|
| SOUTHERN LIGHTING + TRAFFIC SYSTEMS | \$ 113,175.00 |
|-------------------------------------|---------------|

|                            |               |
|----------------------------|---------------|
| UTILICOM SUPPLY ASSOCIATES | \$ 118,660.00 |
|----------------------------|---------------|

\* ALTERNATE BID BY GRAYBAR ELECTRIC WAS THE LOW QUOTE DUE TO  
APPLICATION OF TEN PERCENT LOCAL VENDOR PREFERENCE



# CITY OF MOBILE

## BID SHEET

This is Not an Order

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

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

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

Typed by: cn Buyer: 004

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

|                    |                 |                          |                                                                  |
|--------------------|-----------------|--------------------------|------------------------------------------------------------------|
| DATE<br>09/09/2020 | BID NO.<br>5474 | DEPARTMENT<br>Electrical | Commodities to be delivered F.O.B. Mobile to:<br>To Be Specified |
|--------------------|-----------------|--------------------------|------------------------------------------------------------------|

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

10:30 A.M., Friday, September 25, 2020

| QUANTITY    | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                       | UNIT | UNIT PRICE |       | EXTENSION |       |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                |      | Dollars    | Cents | Dollars   | Cents |
|             | <b>STREET LIGHTING POLES</b>                                                                                                                                                                                                                                                                                                                                                                                                   |      |            |       |           |       |
| Qty<br>6    | Pole, steel, round tapered shaft, 24 feet with 35 feet mast arm that will ensure a minimum 16 feet clearance from bottom of signal(s) to roadway, powder-coated gloss black and meet the following attached minimum specification.<br><br>Make: _____ Model: _____                                                                                                                                                             |      |            |       |           |       |
| 2           | Pole, steel, round tapered shaft, 37 feet, with 24 feet mast arm that will ensure a minimum 16 feet clearance from bottom of signal(s) to roadway, with 12 feet luminaire arm, curved, smooth upswept, round shaft, 2 inch dia., oriented same as mast arm, luminaire arm to mount above mast arm near top of pole, powder-coated gloss black, pole to meet the attached minimum specification<br><br>Make: _____ Model: _____ |      |            |       |           |       |
| 2           | Pole, steel, round tapered shaft, 28 feet, with 24 feet mast arm that will ensure 16 feet clearance from bottom of signal(s) to roadway, powder-coated gloss black and meet the attached minimum specification<br><br>Make: _____ Model: _____                                                                                                                                                                                 |      |            |       |           |       |
| 1           | Pole, steel, traffic signal, round tapered shaft, 28 feet, with 55 feet mast arm that will ensure a minimum 16 feet clearance between the bottom of signal(s) and road way, powder-coated gloss black and meet the following attached minimum specification<br><br>Make: _____ Model: _____                                                                                                                                    |      |            |       |           |       |
| Page 1 of 3 |                                                                                                                                                                                                                                                                                                                                                                                                                                |      | TOTAL      |       |           |       |

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

State delivery time within \_\_\_\_\_ days of receipt of P.O.

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](http://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](http://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 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |            |       |           |       |
| 2        | <p>Pole, steel, traffic signal, round tapered shaft, 37 feet, with 55 feet mast arm, that will ensure a minimum 16 feet clearance between the bottom of signal(s) and the road way, with 12 feet luminaire arm attached above the mast arm and near top of pole, clamp-on luminaire arm so it can be oriented north, south, east or west on the pole, luminaire arm pipe 2 inch schd. 40, 40 feet luminaire mounting height, rise height max. 3.5 feet, powder-coated gloss black and meet the attached minimum specification</p> <p>Make: _____ Model: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |            |       |           |       |
| 1        | <p>steel, pole, traffic signal, round tapered shaft, 37 feet, with 50 feet mast arm that will ensure a minimum 16 feet clearance between the bottom of signal(s) and the road way, with a 12 feet luminaire arm attached above the mast arm and near the top of pole, clamp on luminaire arm so it can be oriented north, south, east or west on the pole, luminaire arm pipe 2 inch schd. 40, luminaire mounting height 40 feet, rise height 3.5 feet, powder-coated gloss black and meet the attached minimum specification</p> <p>Make: _____ Model: _____</p> <p>Luminaire not included.</p> <p>Provide Literature and Specifications on item bid.</p> <p>Prior to Award, the City may request detailed drawing of the Pole bid.</p> <p>Quote delivered pricing FOB Mobile.</p> <p>Prices to remain firm for sixty (60) days from bid opening,</p> <p>System / Products Bid are to be compatible with existing equipment in use by the City of Mobile.</p> <p>City will assist with the unloading. Vendor/truck line must call at least 24 hours prior to delivery attempt. Truck can be met/unloaded between 7:30 a.m. and 1:00 p.m. only. Notification required to ensure equipment in place for unloading.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do</p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      | TOTAL      |       |           |       |

RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name \_\_\_\_\_

By \_\_\_\_\_

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

# BID CONTINUATION SHEET

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

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | UNIT | UNIT PRICE   |       | EXTENSION |       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      | Dollars      | Cents | Dollars   | Cents |
|          | <p align="center">Page 3 of 3</p> <p>business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.<br/>(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p><b>TO BE AWARDED ALL OR NONE.</b></p> |      |              |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      | <b>TOTAL</b> |       |           |       |

**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.

## TRAFFIC POLE SPECIFICATIONS

### **DESIGN:**

1. Traffic control structures shall be designed in accordance with 1994 AASHTO or greater "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" for 100 MPH wind zone to support fixed signals and signs as indicated by design.

### **MATERIALS:**

1. The steel shaft shall conform to ASTM-A595 or greater and shall have a continuous taper of .14 inches per foot.
2. The base plate shall be fabricated from ASTM-A36 or greater. It shall telescope the shaft and be attached by means of two continuous welds, one on the inside of the base at the end of the shaft, and the other on the outside at the top of the base.
3. A Flange plate for accepting the arm assembly shall be welded to the pole complete with side plates tangent to the pole and gusset plates both top and bottom and sides. Plates shall conform to ASTM-A36. The flange plate shall have a 2 ½" diameter wiring hole centered over a 3" diameter hole in the pole and have holes matching the arm flange to accept the ASTM-A325 attachment bolts.
4. Poles shall be furnished complete with a 4" x 8" reinforcing hand hole frame, with ½" -13NC2 grounding provision, hand hole cover and attaching stainless steel hardware is required opposite the mast arm.
5. A J-Hook wire support shall be welded near the top inside of the pole.
6. A removable pole top with attaching stainless steel hardware shall be furnished with each pole.
7. The steel arm shall conform to ASTM-A595 or greater and shall have a continuous taper of .14 inches per foot.
8. Arms up thru 40'-0" in length shall be furnished as on continuous, un-spliced tapered section. Arms over 40'-0" shall be furnished in two sections, which shall assemble by telescoping the outboard section over the inboard section over with a firm tapered fit. The joint shall be secured with a thru bolt or stud complete with locknuts.
9. The arm flange plate shall be fabricated from ASTM-A36 or greater and be drilled to match the pole plates.
10. A removable arm end cap shall be provided complete with stainless steel attaching hardware.
11. Signal hanger clamps and grommets are available as separate accessories.
12. Anchor bolts shall conform to ASTM-A36 M55 having minimum yield strength of 55,000 PSI, with threaded end and hex nuts (2 per bolt) each galvanized to ASTM-A153 or greater.
13. The appearance of the pole surface and arm shall be a smooth, uniform finish. Poles made by the break press "bump" method will not be acceptable. In addition, multi-sided poles and sectional, (stacked and bolted) poles will not be acceptable.

### **FINISH:**

TO BE STRONG, LONG-LASTING, CORROSION RESISTANT, POWDER COATED GLOSS BLACK.



## **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:**12/8/2020

**Submitted by:**

Nick Amberger, P.E.  
City Engineer

**Sponsored by:**

Mayor William S. Stimpson and Councilmembers Fredrick D. Richardson, Jr., Joel Daves, and Gina Gregory

**Purpose and Scope of Project:**

To accept a contract amendment with Mott MacDonald Alabama, 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.)

**Funding Source**

**Project #** G-STPM7553

**Discretionary Funds**

**Project String** 20002000-48020

**Contract Number:**1846

**Budget Amendment**      **REDUCE**      **INCREASE**      \$176,208.00

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department Reviewer           | Action   | Date                  |
|-------------------------------|----------|-----------------------|
| Engineering Amberger, Nick    | Approved | 11/20/2020 - 10:36 AM |
| Capital      Hollins, Tiffany | Rejected | 11/20/2020 - 11:10 AM |
| Engineering Amberger, Nick    | Rejected | 11/20/2020 - 1:01 PM  |
| Engineering Williams, LaShey  | Approved | 11/23/2020 - 10:37 AM |
|                               |          | 11/23/2020 -          |

Accounting Daniels, Bettye

Legal Kern, Chris

Mayors  
Office Wesch, Paul

Legal Kern, Chris

Approved

Approved

Approved

Approved

12:27 PM

11/25/2020 -  
9:43 AM

11/25/2020 -  
9:46 AM

11/25/2020 -  
9:44 AM





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**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 |
|-------------|------|-------------|
|-------------|------|-------------|

**REVIEWERS:**

| Department               | Reviewer       | Action   | Date                  |
|--------------------------|----------------|----------|-----------------------|
| Neighborhood Development | Roberts, James | Approved | 11/24/2020 - 10:43 AM |
| Legal                    | Kern, Chris    | Rejected | 11/24/2020 - 1:28 PM  |
| Neighborhood Development | Roberts, James | Approved | 11/24/2020 - 1:37 PM  |
| Legal                    | Kern, Chris    | Approved | 11/24/2020 - 2:27 PM  |
| Mayors Office            | Wesch, Paul    | Approved | 11/24/2020 - 4:32 PM  |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**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, 9<sup>th</sup> 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

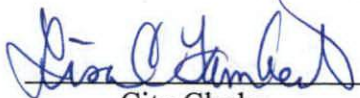
WHEREAS, the City is not utilizing the property; and

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 4<sup>th</sup> 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 4<sup>th</sup> 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, 4<sup>th</sup> 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.

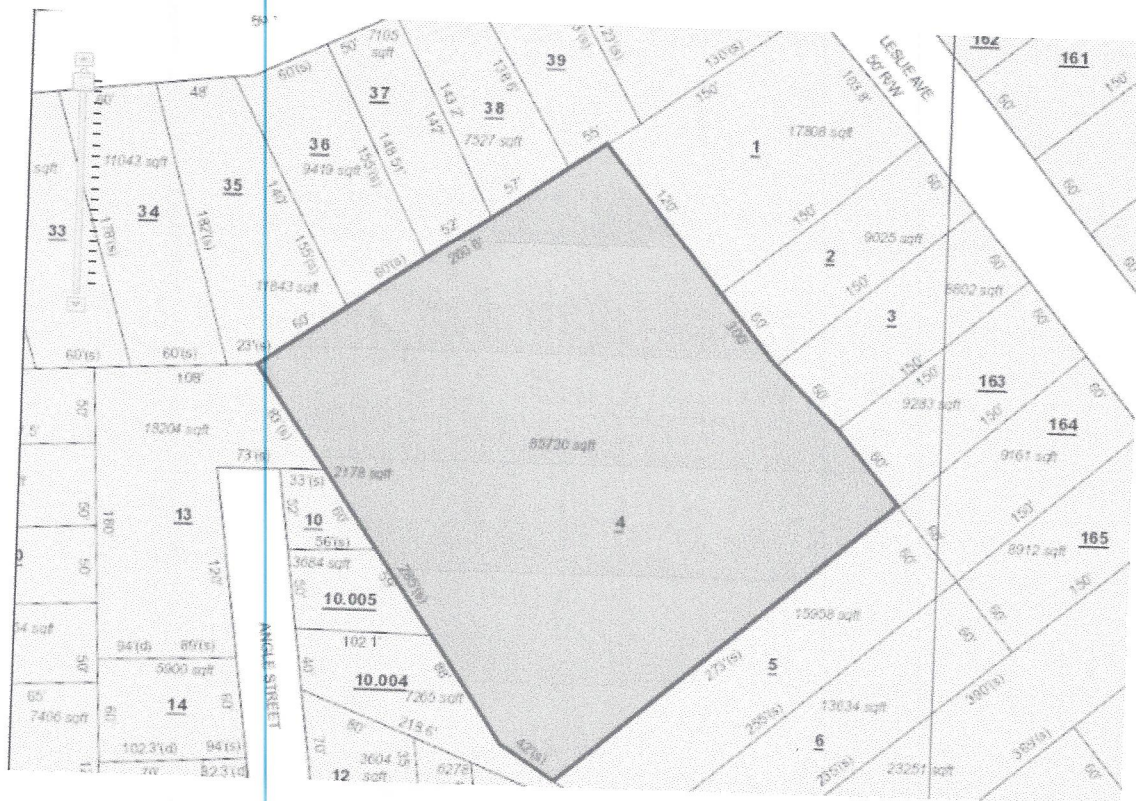
# Exhibit A

**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

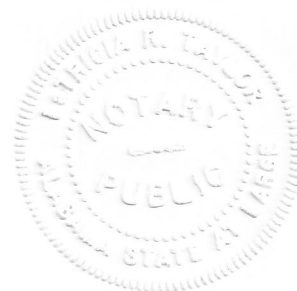
I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Helena Massey, has signed to the foregoing Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement 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:**12/8/2020

**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 |
|-------------|------|-------------|
|-------------|------|-------------|

**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:**12/8/2020

**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 |
|-------------|------|-------------|
|-------------|------|-------------|

**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:**12/8/2020

**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:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

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

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City Clerk

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

|                                           |                                                                        |
|-------------------------------------------|------------------------------------------------------------------------|
| Vendor<br>PROTECVIDE0 LLC<br>P O BOX 7641 | Ship To<br>GULF COAST TECHNOLOGY CENTER<br>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.<br>LICENSE FOR SOFTWARE AS SPECIFIED:<br>Additional Description Notes | 1.00<br>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

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

|                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vendor</b><br>PROTECVIDE0 LLC<br>P O BOX 7641<br><br>SPANISH FORT, AL 36577<br><br>Tel#251-610-6802 | <b>Ship To</b><br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG<br><br><b>Delivery Reference</b><br>ATTN: KEVIN LEVY 2514224275<br><br><b>Deliver To</b><br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br><b>Delivery Reference</b><br>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:**12/8/2020

**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:**12/8/2020

**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 |
|-------------|------|-------------|
|-------------|------|-------------|

**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:**12/8/2020

**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 |
|-------------|------|-------------|
|-------------|------|-------------|

**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:**12/8/2020

**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 |
|-------------|------|-------------|
|-------------|------|-------------|

**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:**12/8/2020

**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<br>Agreements Tract 1, 5 and<br>35 | Exhibit | 12/1/2020 |
|-----------------------------------------------------|---------|-----------|

|                                             |                 |           |
|---------------------------------------------|-----------------|-----------|
| LO Signed Agreements<br>Tracts 1, 5, and 35 | Backup Material | 12/1/2020 |
|---------------------------------------------|-----------------|-----------|

|                                           |                 |           |
|-------------------------------------------|-----------------|-----------|
| Jones Walker, LLP Letter of<br>Engagement | Backup Material | 12/1/2020 |
|-------------------------------------------|-----------------|-----------|

**REVIEWERS:**

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

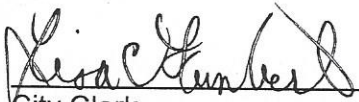
Name of Company: Alabama Department of Transportation

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:

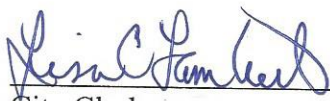
Right-of-Way Agreement for Project STPMB-7508 ( ), Project Reference Number 100052600 for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City of Mobile.

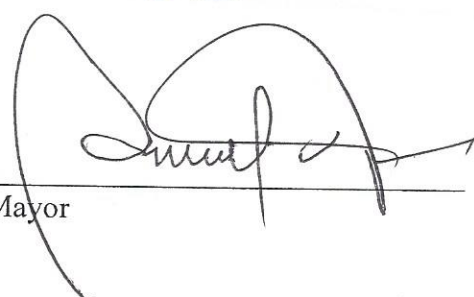
2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;
3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

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.

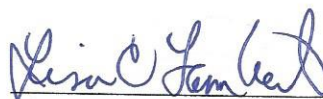
ATTESTED:

  
\_\_\_\_\_  
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<br/>Estimated</u> | <u>Estimated<br/>Federal<br/>Funds</u> | <u>Estimated<br/>CITY<br/>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.



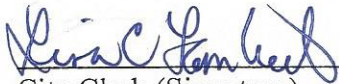
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement 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 (7/24<sup>th</sup> 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.

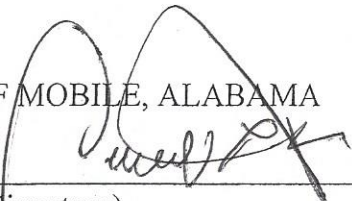
SEAL

ATTEST:

  
City Clerk (Signature)

Lisa C. Lambert  
Type name of Clerk

CITY OF MOBILE, ALABAMA

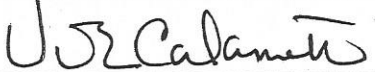
By:   
Mayor (Signature)

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 STATE ARCHIVES  
ALBANY, ALABAMA (LAND LOCKED) - O. COINER ST. E. 100  
REOPENED FOR BIDS

CITY OF MOBILE, ALABAMA



1027 6 22

\_\_\_\_\_  
\_\_\_\_\_  
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.



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\_\_.

Witnessed in the presence of the undersigned to the State Engineer Commission for review and recommendation for award the sum of \$100,000.00. All responsibilities and liabilities shall be borne by the contractor and shall be the responsibility of the contractor to the State Engineer Commission.

(LS)

Witnessed in the presence of the undersigned to the State Engineer Commission for review and recommendation for award the sum of \$100,000.00. All responsibilities and liabilities shall be borne by the contractor and shall be the responsibility of the contractor to the State Engineer Commission.

(LS)

(LS)

Small Address: \_\_\_\_\_  
 \_\_\_\_\_

Medium Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Large Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RESPONSE ONE: \_\_\_\_\_

## BID SUBMISSION

Advertisement for the City of \_\_\_\_\_  
 The undersigned hereby certifies that the above is a true and correct copy of the advertisement for the City of \_\_\_\_\_.

Signature: \_\_\_\_\_  
 The cost for advertising and the cost of the advertisement shall be the responsibility of the contractor. The cost of the advertisement of the advertisement shall be the responsibility of the contractor. The cost of the advertisement of the advertisement shall be the responsibility of the contractor. The cost of the advertisement of the advertisement shall be the responsibility of the contractor.

PLACED FOR THE ENGINEER

## 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)

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;

blanet of building  
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 22<sup>nd</sup> day of October, 2020.

WITNESSES:

Edmund H. DeLorenzo  
Britten G. S.

Pinebrook Investment, LLC

Wozyl  
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:

William M. Queen (for Joseph Ladd Davis Signature)

W. Knoll (for Samuel Ladd John Jackson Freeman)

Debra Gauer (for Pelham Ladd)

Don (for Rodcliff Davis)

Joseph Ladd Davis

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 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:

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. Clever (for Joseph Ladd Davis signature)

John Judson Freeman (for James M. Ladd)

Debbie Garner (for Pelham Ladd)

Paul R. Ladd (for Paul Ladd Davis)

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

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](http://www.joneswalker.com)

Kenneth A. Watson  
Direct Dial: 251-439-7555  
Direct Fax: 251-439-7378  
[kwatson@joneswalker.com](mailto:kwatson@joneswalker.com)

May 22, 2018

VIA EMAIL: [john@cityofmobile.org](mailto: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 {MB308746-N}

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,



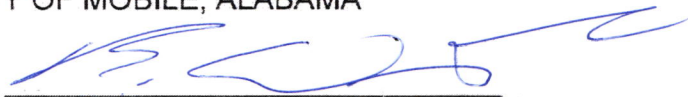
Kenneth A. Watson

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:**12/8/2020

**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 |
|-------------|------|-------------|
|-------------|------|-------------|

**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:**12/8/2020

**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:**12/8/2020

**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

9/2/2020 - 10:55  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**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

9/2/2020 - 10:59  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER BESS RICH

**Purpose and Scope of Project:**

FUNDS WILL USED TO MAKE UPGRADES TO THE DISC COURSE AT THE MEDAL OF HONOR PARK

**Amount of Contract:**

\$2,500.00

**Funding Source**

**Project #** DSC-06 / 10041020-42080

**Discretionary Funds** DSC-06

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department Reviewer        | Action   | Date                 |
|----------------------------|----------|----------------------|
| Accounting Daniels, Bettye | Approved | 12/1/2020 - 12:19 PM |





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER JOHN WILLIAMS

**Purpose and Scope of Project:**

FUNDS WILL BE USED FOR THEIR OPERATION BAG DROP TO HELP FEED THE LESS FORTUNATE, AND PROVIDE BLANKETS, SOCKS AND BIKES FOR CHILDREN FOR CHRISTMAS IN THE PARKING LOT OF THE CHURCH

**Amount of Contract:**

\$1,500.00

**Funding Source**

**Project #** DSC-04 / 10041020-42080

**Discretionary Funds** DSC-04

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department Reviewer        | Action   | Date                    |
|----------------------------|----------|-------------------------|
| Accounting Daniels, Bettye | Approved | 12/1/2020 -<br>12:28 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**Submitted by:**

Jeremy P. Lami, Fire Chief

**Sponsored by:**

William S. Stimpson, Mayor

**Purpose and Scope of Project:**

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

**Amount of Contract:**

500.00

**Funding Source**

**Project #**

**Project String** 1100-1100-49320

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

**Grant Funds**

**Discretionary Funds**

**Contract Number:**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department Reviewer                 | Action   | Date                |
|-------------------------------------|----------|---------------------|
| Fire Rescue      Merchant, Mary Ann | Approved | 12/3/2020 - 1:18 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER JOHN WILLIAMS - GIVING \$2,000.00

COUNCILMEMBER JOEL DAVES - GIVING \$2,000.00

COUNCILMEMBER BESS RICH - GIVING \$2,000.00

TOTAL \$6,000.00

**Purpose and Scope of Project:**

FUNDS WILL BE USED FOR THEIR ANNUAL FESTIVAL OF FLOWERS SEMINARS AND DEMONSTRATION VENUE TO BE HELD ON MARCH 12TH AND 13TH, 2021 AT THE CATHEDRAL SQUARE IN DOWNTOWN MOBILE

**Amount of Contract:**

\$6,000.00

**Funding Source**

**Project #** DSC-04 / 10041020-42080;DSC-05 / 10041020-42080; AND DSC-06 / 10041020-42080

**Discretionary Funds** DSC-04; DSC-05; AND DSC-06

**Project String**

**Contract Number:**

**Budget Amendment** REDUCE INCREASE

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department Reviewer        | Action   | Date                |
|----------------------------|----------|---------------------|
| Accounting Daniels, Bettye | Approved | 12/2/2020 - 3:20 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER LEVON MANZIE

**Purpose and Scope of Project:**

FUNDS WILL BE USED TO SUPPORT THEIR 2020 COMMUNITY CAMPAIGN BY ASSISTING MOBILE CITY RESIDENT WITH THEIR HEALTH AND HUMAN SERVICE NEEDS

**Amount of Contract:**

\$3,000.00

**Funding Source**

**Project #** DSC-02 / 10041020-42200

**Discretionary Funds** DSC-02

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department Reviewer        | Action   | Date                |
|----------------------------|----------|---------------------|
| Accounting Daniels, Bettye | Approved | 12/2/2020 - 4:03 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**12/8/2020

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER FRED RICHARDSON - GIVING \$ 166.67  
COUNCILMEMBER LEVON MANZIE - GIVING \$ 166.67  
COUNCILMEMBER C.J. SMALL - GIVING \$ 166.67  
COUNCILMEMBER JOHN WILLIAMS - GIVING \$ 166.67  
COUNCILMEMBER BESS RICH - GIVING \$ 166.67  
COUNCILMEMBER GINA GREGORY - GIVING \$ 166.67

TOTAL \$1,000.02

**Purpose and Scope of Project:**

FUNDS WILL BE USED TO START UP THE COMMISSION BY PURCHASING SOCIAL MEDIA MARKETING, A ZOOM ACCOUNT, A PO BOX, AN IAOHRA MEMBERSHIP AND FOR PRINTING FLYERS AND MATERIALS

**Amount of Contract:**

\$1,000.02

**Funding Source**

**Project #** DSC-01/10041020-42080; DSC-02/10041020-42200; DSC-03/10041020-42080; DSC-04/10041020-42080

**Discretionary Funds** DSC-01; DSC-02; DSC-03 & DSC-04; DSC-06; AND DSC-07

**Project String**

**Contract Number:**

**Budget Amendment** REDUCE INCREASE

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department Reviewer

Accounting Daniels, Bettye

Action

Approved

Date

12/2/2020 - 4:21  
PM