



## **AGENDA**

### **MOBILE CITY COUNCIL MEETING**

Tuesday, September 8, 2020, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

September 1, 2020

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Shirley Clark, 140 Silverwood Street, for a waiver of the Noise Ordinance on September 26, 2020, from 3:00-10:00 p.m. (District 1).

10. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

Reggie Hill

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

34-026 Ordinance to amend the Capital Improvement Plan (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

08-643 Approve purchase order to Toomey Equipment Co. Inc. for mowers for the Parks Department, \$34,908.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-644 Approve purchase order to Graybar Electric Co. Inc. for street light

luminaires, \$111,430.24 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-645 Approve purchase order to E-Builder, Inc. for annual license renewal, \$55,574.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

31-647 Authorize a grant application to the South Alabama Regional Planning Commission for Title III funding (City's match \$60,904.00) (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Recreation Department).

21-648 Authorize contract with Thompson Engineering, Inc. for construction engineering, inspection, materials sampling and testing and contract administration for Zeigler Boulevard (Athey Road to Forest Hill Drive) \$1,778,052.00 (sponsored by Mayor Stimpson and Councilperson Gregory) (submitted by Nick Amberger, Engineering Department)

60-659 Elect to provide Tier I retirement benefits to Tier II plan members (sponsored by Councilmember Williams & Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

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

08-663 Approve purchase order to Office Equipment Company of Mobile Inc. for furniture for Convention Center, \$54,989.22 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-664 Re-allocate \$200,000.00 from the Cruise Terminal FY'20 Operating account-Security to Public Facility Improvement Capital Project (C0019) for Parking Deck Structural Repairs (sponsored by Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department)

21-665 Authorize contract with C. Thornton, Inc. for sidewalks along Old Shell Road between University Boulevard & Parkway Dr. West, \$323,759.00 (sponsored by Councilmember Gregory) (submitted by Jennifer White, Traffic Engineering Department).

23-666 Accept deed for the donation of land along Three Mile Creek and Gordon Smith Center Drive for the Three Mile Creek Greenway Trail (sponsored by Mayor Stimpson & Councilmember Richardson) (submitted by Michelle Melton, REAM).

58-667 Declare weeds noxious, Weed Lien Group 1607

#### **11. CALL FOR PUBLIC HEARINGS**

41- Call for public hearing to consider the vacation of a portion of South Conception Street, west of Metro Jail (scheduled for October 6, 2020)

(applicant: Mobile County).

41- Call for public hearing to consider the vacation of a portion of St. Emanuel Street, east of Metro Jail (scheduled for October 6, 2020) (applicant: Mobile County).

41- Call for public hearing to rezone property located at 4350 & 4362 Government Boulevard from R-1 to B-2 (District 4) (scheduled for October 6, 2020).

41- Call for public hearing to rezone property located at 871 S. Washington Avenue and 759 & 763 Pillans Avenue from B-3 and R-2 to B-3 (District 2) (scheduled for October 6, 2020).

## **12. ANNOUNCEMENTS**



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

### **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

9/3/2020 - 11:05  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**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

9/3/2020 - 10:54  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**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

9/3/2020 - 1:44  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**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

8/18/2020 - 8:27  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of Purchase Order to Toomey Equipment Co Inc for 2 Land Pride AFM 4216 Tri-Deck Finishing Mowers.

General Fund.

**Amount of Contract:**

\$34,908.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                        | Type       | Upload Date |
|------------------------------------|------------|-------------|
| 20200826 Toomey Agenda Package POs | Cover Memo | 8/26/2020   |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                |
|--------------------------------|----------|---------------------|
| Mayors Office      Wesch, Paul | Approved | 8/27/2020 - 8:55 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>14618</u>       | 2020               | (2012) PARKS<br>MAINTENANCE | 2 LAND PRIDE AFM<br>4216 TRI-DECK<br>FINISHING<br>MOWERS (SEALED<br>BID 5456) | \$34,908.00   | ( <u>205775</u> )<br><u>TOOMEY</u><br><u>EQUIPMENT 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 00014618-00 FY 2020<br><br>Acct No:<br>1000.40.20.2030.2012.2005.0000.0000.47010.<br>Review:<br>Buyer:<br>Status: Released | Page 1 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                          |                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>TOOMEY EQUIPMENT CO INC<br>5788 HWY 90 W<br><br>THEODORE, AL 36582<br><br>Tel#251-653-1900<br>Fax 251-653-1901 | Ship To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604<br>HANKINSC@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>CATHY HANKINS<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        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 07/16/20     | 205775        |               |          |       | PARKS MAINTENANCE |

| LN Description / Account                                                                                                         | Qty          | Unit Price  | Net Price |
|----------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------|
| 001 TRI-DECK FINISHING MOWER, VENDOR<br>TO PROVIDE LAND PRIDE AFM 4216<br>FINISHING MOWER. AS PER MY BID<br>#5456 AND YOUR QUOTE | 2.00<br>EACH | 17454.00000 | 34908.00  |
| 1 1000.40.20.2030.2012.2005.0000.0000.47010.                                                                                     |              |             | 34908.00  |

Ship To  
 MOTOR POOL  
 745 BROAD STREET  
 MOBILE, AL 36604  
 Delivery Reference  
 CATHY HANKINS

Deliver To  
 MOTOR POOL  
 745 BROAD STREET  
 MOBILE, AL 36604

#### Requisition Link

Requisition Total 34908.00

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

| Account                                    | Amount                     | Remaining Budget |
|--------------------------------------------|----------------------------|------------------|
| 1000.40.20.2030.2012.2005.0000.0000.47010. |                            |                  |
|                                            | 34908.00                   | 112799.26        |
| PARKS MAINTENANCE EXP                      | EQUIPMENT (GREATER \$5000) |                  |

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

| Activity | Date | Clerk | Comment |
|----------|------|-------|---------|
|----------|------|-------|---------|

|                                                                                                          |                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00014618-00 FY 2020<br><br>Acct No:<br>1000.40.20.2030.2012.2005.0000.0000.47010.<br>Review:<br>Buyer:<br>Status: Released |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|

Page 2

 Vendor  
 TOOMEY EQUIPMENT CO INC  
 5788 HWY 90 W

 Ship To  
 MOTOR POOL  
 745 BROAD STREET

THEODORE, AL 36582

 MOBILE, AL 36604  
 HANKINSC@CITYOFMOBILE.ORG

 Tel#251-653-1900  
 Fax 251-653-1901

 Delivery Reference  
 CATHY HANKINS

 Deliver To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36604

| Date<br>Ordered | Vendor<br>Number | Date<br>Required | Ship<br>Via | Terms | Department        |
|-----------------|------------------|------------------|-------------|-------|-------------------|
| 07/16/20        | 205775           |                  |             |       | PARKS MAINTENANCE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|-----------------------|-----|------------|-----------|
|    | CCancelled08/22/20    |     |            |           |
|    | Approved 07/16/20     |     |            |           |
|    | Unknown 08/22/20      |     |            |           |
|    | Queued 08/22/20       |     |            |           |
|    | Pending               |     |            |           |
|    | Pending               |     |            |           |
|    | Pending               |     |            |           |

GL Allocation changed

 JOHN PAINE  
 DANIEL OTTO  
 JOHN PAINE  
 DANIEL OTTO  
 DONNA MICHELE STANLEY  
 DONALD ROSE  
 JOHN PAINE

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

## BID TABULATION FOR BID #5456

| TRI-DECK FINISHING MOWER |                                    |                                 |
|--------------------------|------------------------------------|---------------------------------|
|                          | TOOMEY EQUIPMENT                   | SUNSOUTH                        |
| MOWER                    | LAND PRIDE AFM 4216<br>\$17,454.00 | FRONTIER FM2017R<br>\$18,107.04 |

# BID SHEET

## This is Not an Order

**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**

Buyer: 002

|           |         |            |                                               |
|-----------|---------|------------|-----------------------------------------------|
| DATE      | BID NO. | DEPARTMENT | Commodities to be delivered F.O.B. Mobile to: |
| 8/03/2020 | 5456    | Parks      | To Be Specified                               |

| QUANTITY    | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | UNIT | UNIT PRICE   |       | EXTENSION |       |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|-------|-----------|-------|
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | Dollars      | Cents | Dollars   | Cents |
| Appx<br>1-4 | <p align="center"><b>TRI-DECK FINISHING MOWER</b></p> <p>16 ft. 8" Tri-Deck Finishing Mower Land Pride AFM4216 or equal, installed on City Tractor as per the following and the attached <b>MINIMUM</b> Specifications:</p> <p>Furnish one (1) each of operators, parts, and technical manuals.</p> <p>Make &amp; Model _____</p> <p>Furnish Literature and Specifications.</p> <p>State Length of Warranty: _____</p> <p>Warranty service and repairs: If vendor is in excess of a 20 mile radius of the City of Mobile, the vendor must be responsible for pick-up and return for warranty service at no cost to the City of Mobile.</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> |      |              |       |           |       |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | <b>TOTAL</b> |       |           |       |

Page 1 of 2

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

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

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

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

By \_\_\_\_\_

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or [cityofmobile.org/taxes.php](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.

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

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



## **Tri-Deck Finishing Mower, Land Pride AFM4216, or equal**

### **Minimum Specifications:**

- 16' 8" cutting width
- 3/4" to 5 1/4" cutting height
- 3 decks that can be hydraulically raised and lowered from the tractor seat
- zero turn radius
- self-engaging transport locks can be engaged or disengaged from the tractor seat
- 7 gauge fabricated deck construction
- 8" deck overlap
- 1 1/4" blade overlap
- rear material discharge with deflectors instead of chains
- counter rotating left-hand deck so that wing decks throw grass away from the center deck
- (10) 18 x 9.5 pneumatic deck tires with sealant
- 540 RPM tractor PTO speed
- gearbox rating up to 70 hp with 5 year parts and labor warranty
- cat. 4 constant velocity main driveline with slip clutch
- cat. 2 wing drivelines
- B-section blade drive belts with spring loaded idler with over center release
- spindle RPMs: 2,802
- cast iron greasable deck spindle housing
- blade tip speed 18,396 fpm
- transport width 8' 5"
- transport height 8' 10"
- (2) 23 x 10.5 transport tires with sealant and tapered roller bearings
- pull type, adjustable clevis, safety tow chain
- 2,200 lb. capacity screw jack stand
- wing deck flex 23° left to right, 22° front to back
- center deck flex 10° left to right, 22° front to back

- independent deck flotation 4" side to side, 4" front to rear
- anti-scalp rollers
- LED signal lights
- operators manual
- parts manual
- overall one year parts and labor warranty, five year parts and labor gearbox warranty, repairs must be done within a 20 mile radius



## 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:**9/8/2020

**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 136 Navion LED street light luminaires.

CIP

**Amount of Contract:**

\$111,430.24

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                         | Type       | Upload Date |
|-------------------------------------|------------|-------------|
| 20200827 Graybar Agenda Package POs | Cover Memo | 8/27/2020   |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                |
|--------------------------------|----------|---------------------|
| Mayors Office      Wesch, Paul | Approved | 8/27/2020 - 2:01 PM |

# 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.*

---

---

## **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>16450</u>       | 2020               | (2062) ELECTRICAL | 136 NAVION LED STREET LIGHT LUMINAIRES (SEALED BID 5413) | \$111,430.24  | <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:

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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 00016450-00 FY 2020<br>PO 20015823<br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer:<br>Status: Converted | 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 |
|--------------|---------------|---------------|----------|-------|------------|
| 08/25/20     | 075199        |               |          |       | ELECTRICAL |

| LN                                                                                                 | Description / Account                                                                                               | Qty            | Unit Price | Net Price |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------|------------|-----------|
| General Notes                                                                                      |                                                                                                                     |                |            |           |
| 001                                                                                                | AS PER MY BID # 5413 AND YOUR QUOTE<br>LUMINAIRE, STREET LIGHTING, LED,<br>NAVION-NVN-AF-06-E-8-5MQ-10K-AP-120<br>0 | 136.00<br>EACH | 819.34000  | 111430.24 |
| Vendor Item                                                                                        |                                                                                                                     |                |            |           |
| 1                                                                                                  | 2000.80.00.0000.0000.0000.0000.44020.<br>E C0472 .OPERSUPPLS.                                                       |                |            | 111430.24 |
| Ship To<br>ELECTRICAL<br>854 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>DIANNA LOVE |                                                                                                                     |                |            |           |
| Deliver To<br>ELECTRICAL<br>854 GAYLE STREET<br>MOBILE, AL 36604                                   |                                                                                                                     |                |            |           |

[Requisition Link](#)

Requisition Total 111430.24

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

|                      |           |                  |
|----------------------|-----------|------------------|
| Account              | Amount    | Remaining Budget |
| E C0472 .OPERSUPPLS. | 111430.24 | 115702.11        |

|                                                                                                          |                                                                                                                                               |        |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00016450-00 FY 2020<br>PO 20015823<br>Acct No:<br>2000.80.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer:<br>Status: Converted | 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 |
|--------------|---------------|---------------|----------|-------|------------|
| 08/25/20     | 075199        |               |          |       | ELECTRICAL |

|                                            |                    |                  |
|--------------------------------------------|--------------------|------------------|
| Account                                    | Amount             | Remaining Budget |
| ***** General Ledger Summary Section ***** |                    |                  |
| Account                                    | Amount             | Remaining Budget |
| 2000.80.00.0000.0000.0000.0000.44020.      | 111430.24          | 66639.94         |
| CAPITAL IMPROVEMENTS FUND EXP              | OPERATING SUPPLIES |                  |

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

| Activity | Date     | Clerk                 | Comment                     |
|----------|----------|-----------------------|-----------------------------|
| Approved | 08/25/20 | MARYBETH BERGIN       |                             |
| Approved | 08/25/20 | JENNIFER WHITE        | Auto approved by: 910515265 |
| Approved | 08/25/20 | TIFFANY HOLLINS       |                             |
| Approved | 08/25/20 | MARILYN MCMILLAN      | Auto approved by: 910514227 |
| Approved | 08/25/20 | RELYA MALLORY         | Auto approved by: 910514227 |
| Approved | 08/27/20 | DONNA MICHELE STANLEY | Auto approved by: 9105paij  |
| Approved | 08/27/20 | DONALD ROSE           | Auto approved by: 9105paij  |
| Approved | 08/27/20 | JOHN PAINE            | Approved by: 9105spam       |

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



## TABULATION SHEET - BID # 5413 LED FIXTURE

|                                     |             |
|-------------------------------------|-------------|
| CED                                 | \$ 869.74   |
| GRAYBAR ELECTRIC                    | \$ 819.34   |
| SEQUEL ELECTRIC SUPPLY              | \$ 588.00*  |
| SOUTHERN LIGHTING + TRAFFIC SYSTEMS | \$ 794.00** |
| IRBY ELECTRICAL DISTRIBUTOR         | \$ 878.75   |
| WIDFIELD TECHNOLOGY INC             | \$ 1,388.63 |

\* FIXTURE SUPPLIED BY SEQUEL ELECTRIC DID NOT MEET SPECIFICATIONS, NOT ON APPROVED LIST FOR AL-DOT ROADWAY LIGHTING AS SPECIFIED IN THE BID

\*\* GRAYBAR ELECTRIC IS THE LOW BID DUE TO 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  
4th Floor, Room S-408  
205 Government St  
Mobile, Alabama 36644

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

Typed by: tajb Buyer: 004

**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: |
| 04/20/2020 | 5413    | ELECTRICAL | As Specified                                  |

**This bid must be received and stamped by the Purchasing office not later than: 10:30 AM Tuesday, May 12, 2020**

| QUANTITY       | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | UNIT | UNIT PRICE   |       | EXTENSION |       |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|-------|-----------|-------|
|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      | Dollars      | Cents | Dollars   | Cents |
| Qty.<br>48-140 | <p><b>ELECTRICAL SUPPLIES, LED FIXTURE</b></p> <p>LUMINAIRE, STREET LIGHTING, LED,<br/>NAVION- NVN-AF-06-E-8-5MQ-10K-AP-1200. NO SUB</p> <p>Make _____ Model _____</p> <p>Please observe instructions on Reverse side.</p> <p>All substitutions must be indicated on your bid.</p> <p>Please quote your prices in the unit specified in the bid.</p> <p>All prices to be delivered pricing, FOB Mobile.</p> <p>City of Mobile will purchase minimum quantities upon award of bid.</p> <p>Fixture must be on approved list for Alabama Department of Transportation Roadway Lighting.</p> |      |              |       |           |       |
|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      | <b>TOTAL</b> |       |           |       |

Page 1 of 2

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

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

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

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

By \_\_\_\_\_

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or [cityofmobile.org/taxes.php](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>Prices quoted on bid good for _____ days.</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><b>TO BE AWARDED ON A PER ITEM BASIS.</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.



## **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:**9/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of Purchase Order to E-Builder Inc for annual license for project management software.

General Fund.

**Amount of Contract:**

\$55,574.36

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                           | Type       | Upload Date |
|---------------------------------------|------------|-------------|
| 20200827 E-Builder Agenda Package POs | Cover Memo | 8/27/2020   |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                |
|--------------------------------|----------|---------------------|
| Mayors Office      Wesch, Paul | Approved | 8/27/2020 - 2:01 PM |

# 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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---

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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>14207</u>       | 2020               | (2045) MAJOR PROJECTS | ANNUAL LICENSE RENEWAL FOR E-BUILDER PROJECT MANAGEMENT SOFTWARE (GSA CONTRACT) | \$55,574.36   | <u>(295201) E-BUILDER, 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



|                                                                                                                 |                                                                                                                                                 |        |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Bill To</b><br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00014207-00 FY 2020<br><br>Acct No:<br>1000.40.20.2045.2045.2000.0000.0000.42200.<br>Review:<br>Buyer: 9105foia<br>Status: Released | Page 1 |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
 E-BUILDER, INC.  
 1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To  
 ENGINEERING  
 205 GOVERNMENT STREET  
 3RD FLR S TOWER ROOM 361  
 MOBILE, AL 36644  
 CHERI.BOUCHER@CITYOFMOBILE.ORG

Delivery Reference  
 CHERI BOUCHER

Deliver To  
 MAJOR PROJECTS  
 205 GOVERNMENT STREET  
 3RD FLR S TOWER RM 333  
 MOBILE, AL 36644

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department     |
|--------------|---------------|---------------|----------|-------|----------------|
| 07/09/20     | 295201        |               |          |       | MAJOR PROJECTS |

| LN  | Description / Account                                                                                                                         | Qty       | Unit Price  | Net Price |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|-----------|
| 001 | Annual e-Builder Licensing Fee for Unlimited Users -The term for these licenses is 12/22/2020 - 12/21/2021 -GSA Contract Number: GS-35F-408AA | 1.00 EACH | 55574.36000 | 55574.36  |
| 1   | 1000.40.20.2045.2045.2000.0000.0000.42200.                                                                                                    |           |             | 55574.36  |

Ship To  
 ENGINEERING  
 205 GOVERNMENT STREET  
 3RD FLR S TOWER ROOM 361  
 MOBILE, AL 36644  
 Delivery Reference  
 CHERI BOUCHER

Deliver To  
 MAJOR PROJECTS  
 205 GOVERNMENT STREET  
 3RD FLR S TOWER RM 333  
 MOBILE, AL 36644

## Requisition Link

Requisition Total 55574.36

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

| Account                                    | Amount                   | Remaining Budget |
|--------------------------------------------|--------------------------|------------------|
| 1000.40.20.2045.2045.2000.0000.0000.42200. | 55574.36                 | 66639.94         |
| MAJOR PROJECTS EXP                         | PROFESSIONAL & TECHNICAL |                  |

|                                                                                                                 |                                                                                                                                                 |        |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Bill To</b><br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00014207-00 FY 2020<br><br>Acct No:<br>1000.40.20.2045.2045.2000.0000.0000.42200.<br>Review:<br>Buyer: 9105fola<br>Status: Released | Page 2 |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
 E-BUILDER, INC.  
 1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To  
 ENGINEERING  
 205 GOVERNMENT STREET  
 3RD FLR S TOWER ROOM 361  
 MOBILE, AL 36644  
 CHERI.BOUCHER@CITYOFMOBILE.ORG

Delivery Reference  
 CHERI BOUCHER

Deliver To  
 MAJOR PROJECTS  
 205 GOVERNMENT STREET  
 3RD FLR S TOWER RM 333  
 MOBILE, AL 36644

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department     |
|--------------|---------------|---------------|----------|-------|----------------|
| 07/09/20     | 295201        |               |          |       | MAJOR PROJECTS |

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

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

| Activity | Date     | Clerk                 | Comment                       |
|----------|----------|-----------------------|-------------------------------|
| Forward  | 07/09/20 | JENNIFER GREENE       | Automatic Forward to 9105chrr |
| Approved | 07/10/20 | REBECCA CHRISTIAN     |                               |
| Forward  | 07/10/20 | JOHN PAINE            |                               |
| Queued   | 07/10/20 | DONNA MICHELE STANLEY |                               |
| Queued   | 07/10/20 | DONALD ROSE           |                               |
| Queued   | 07/10/20 | ARCHNIQUE KIDD        |                               |

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



**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <http://www.gsaadvantage.gov>*

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT  
SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES  
FSC GROUP: 70**

**CONTRACT NUMBER:  
GS-35F-408AA**

**PERIOD COVERED BY CONTRACT:  
May 31, 2013 to May 30, 2023**

**e-Builder, Inc.**  
1800 NW 69<sup>th</sup> Ave, Suite 201  
Fort Lauderdale, FL 33313  
(P) 954-513-3105  
(F) 954-792-5949  
<http://www.e-Builder.net>

Contractor's Administration Source: [jprayther@e-builder.net](mailto:jprayther@e-builder.net)

Modification #8, dated 03/12/19  
Business Size: Other than Small  
DUNS: 933695785

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

## OVERVIEW

### Company Background

e-Builder is the leading provider of fully integrated, cloud-based construction program management software for top facility owners and organizations that act on their behalf. The company's flagship product, e-Builder Enterprise, improves capital project execution resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build and operate lifecycle. The company is privately held and headquartered in Fort Lauderdale, Florida.

### Earned Prestige and Trust

e-Builder is trusted by many of the largest facility Owners and Program Managers managing capital construction project portfolios in excess of \$100 billion to provide a reliable, cost effective and flexible platform for strategically managing cost, schedule and scope information from planning to occupancy. e-Builder provides these organizations with an auditable control mechanism to meet today's regulatory requirements.

### Accessible and Responsive Team

e-Builder prides itself in being accessible to our clients and responding to their needs as part of our product roadmap definition. More than 75% of our enhancement requests come from clients. e-Builder's leadership team is available to address issues or concerns quickly.

### Experience in the Construction Industry

Our team consists of seasoned experts with vast experience implementing our software throughout the world. The e-Builder team is experienced in the development, implementation, deployment, training and support of complex construction program management systems. We do not subcontract these functions. Our direct experience affords us a unique understanding of what it takes to deliver a successful implementation and results in our clients achieving their stated goals. e-Builder's focus and experience has always been on the construction industry, as opposed to generic project management systems. We have not ventured, nor do we plan to venture, outside of this space.

### e-Builder Enterprise™ Product Overview

e-Builder Enterprise is a fully integrated cloud-based construction program management software system for owners managing capital projects. The system is designed to address the specific needs of these owners from planning stages through occupancy or operation. e-Builder Enterprise connects all of the internal and external stakeholders to efficiently manage documents, schedule, and communications across all of the projects in the organization. Developed and continuously refined since 1995 with input from thousands of users, e-Builder Enterprise is the most innovative, functionally-rich and easiest-to-use construction program management software system of its kind. Whether you are managing a single project, multiple projects, or multiple programs each with several projects, e-Builder Enterprise provides one integrated system to manage the cost, schedule and scope of each project as it moves from planning to occupancy. The system is modular, and entirely accessible and configurable via the Internet making it the fastest system to deploy. More than 5,000 companies and government agencies involved in capital construction planning, design, construction and operations leverage e-Builder to improve capital project execution. The results are increased productivity, accountability, and much tighter control over costs and schedule, which ultimately reduces costs and speeds time to market.

## GSA AWARDED TERMS AND CONDITIONS E-BUILDER, INC.

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

SIN 132-51: Information Technology (IT) Professional Services  
SIN 132-52: Electronic Commerce and Subscription Services

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** See attached Proposed Pricelist

1c. **HOURLY RATES (Services Only):** See attached proposed pricelist

2. **MAXIMUM ORDER\*:**

SIN 132-51: \$500,000  
SIN 132-52: \$500,000

\*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MINIMUM ORDER:** \$100

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery

5. **POINT(S) OF PRODUCTION:** 1800 NW 69<sup>th</sup> Ave STE 201 Fort Lauderdale, FL 33313

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached pricing table

7. **QUANTITY DISCOUNT(S):** Additional 1% discount on single task orders over \$250,000

8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days

9a. Government purchase cards **are accepted** at or below the micro-purchase threshold

9b. Government purchase cards **are not accepted** above the micro-purchase threshold

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:** To be negotiated at the task order level

11b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

11c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level

11d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

12. **FOB POINT:** Destination

13a. **ORDERING ADDRESS:**

e-Builder, Inc.  
1800 NW 69<sup>th</sup> Avenue  
Suite 201  
Plantation, FL 33313  
(P) 954-513-3105  
(F) 954-792-5949

13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. **PAYMENT ADDRESS:**

e-Builder, Inc.  
1800 NW 69<sup>th</sup> Avenue  
Suite 201  
Plantation, FL 33313  
(P) 954-513-3105  
(F) 954-792-5949

15. **WARRANTY PROVISION:** Refer to e-Builder, Inc.'s Service Agreement

16. **EXPORT PACKING CHARGES:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**  
Accepted at, below, and above the micro-purchase threshold.

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable):** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

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

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

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

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

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

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

24b. **Section 508 Compliance for EIT:** as applicable

25. **DUNS NUMBER:** 933695785

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active in SAM, CAGE Code 1XMU0

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the

travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

**In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.**



## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

**TERMS AND CONDITIONS APPLICABLE TO  
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION  
NUMBER 132-52)**

**1. SCOPE**

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

**2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

**3. INFORMATION ASSURANCE**

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "*Standards for Security Categorization of Federal Information and Information Systems*") (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

**4. DELIVERY SCHEDULE.**

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

**5. INTEROPERABILITY.**

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

## **6. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## **7. PERFORMANCE OF ELECTRONIC SERVICES**

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **9. RIGHTS IN DATA**

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **10. ACCEPTANCE TESTING**

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

## **11. WARRANTY**

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

***Refer to Service Agreement***

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

## **12. MANAGEMENT AND OPERATIONS PRICING**

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

## **13. TRAINING**

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Refer to Pricelist

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## **14. MONTHLY REPORTS**

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

## **14. ELECTRONIC COMMERCE SERVICE PLAN**

(a) Describe the electronic service plan and eligibility requirements.

Refer to Pricelist

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(b) Describe charges, if any, for additional usage guidelines.

Refer to Pricelist

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(c) Describe corporate volume discounts and eligibility requirements, if any.

Refer to Pricelist

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## **E-BUILDER SERVICE AGREEMENT**

e-Builder, Inc. whose address is 1800 NW 69<sup>th</sup> Avenue, Suite 201, Plantation, FL 33313 ("e-Builder") and Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("Customer"), enter into this e-Builder Service Agreement (the "Service Agreement"). In the event of a conflict between any terms and conditions in this Service Agreement and the terms and conditions of the GSA Schedule 70 contract, the terms and conditions of the Schedule 70 contract shall control. The work to be performed for an "Ordering Activity" may be contained in one or more "Task Orders."

1. TERM. This Agreement shall continue for the period purchased by the Ordering Activity as set forth in the relevant task order.

2. SERVICES.

21. Services. e-Builder agrees to provide the services described in the relevant Task Order (the "Services") to Customer subject to the terms and conditions of this Agreement, in consideration for the payments set out therein. Customer acknowledges that e-Builder Enterprise<sup>™</sup> software may be modified or upgraded from time to time, and that "Services" and "Customer Support" provided to Customer shall only include the use of the most recent version of e-Builder Enterprise<sup>™</sup>.

22. License of Software. Customer's right to use the Services (including, without limitation, the limited license to use e-Builder Enterprise<sup>™</sup> software), is limited to the restrictions contained herein, including those related to the number of users, projects, annual capital program expenditures and/or period of use. The Customer acknowledges that title to and copyright in the software applications supplied by e-Builder (including e-Builder Enterprise<sup>™</sup>) are reserved by e-Builder. Customer acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder, other than the specific limited rights to the Services. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Services (including, without limitation, all software, code and designs used in providing the Services).

3.

4. WARRANTIES

41. Representations. Customer represents, warrants and covenants the following to e-Builder: (i) Customer currently possesses all necessary licenses, permits, insurance and approvals required validly to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Customer's performance of its duties under this Agreement, (ii) To the best of its knowledge and ability, Customer will comply with, and will use its best efforts to cause each subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective responsibilities under this Agreement and any subcontracts, and (iii) No information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

42. Disclaimer of Warranty and Limitations of Liability. E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN AND ANY WARRANTIES SPECIFICALLY PROVIDED IN THE GSA SCHEDULE 70 CONTRACT, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

FOR ANY ONE OR MORE BREACH OF THIS AGREEMENT OR DEFAULT HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF ONE (1) MONTH'S FEES PAID BY CUSTOMER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR

ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT, BUT SHALL NOT APPLY TO OR LIMIT SUMS DUE HEREUNDER TO E-BUILDER FOR SERVICES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule 70 contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

- 43 Indemnity. e-Builder agrees to indemnify and hold harmless the Customer (for services rendered under a Task Order, as applicable), its officers, directors, employees or agents from and against any claims made upon it by any third party, arising out of information or software provided by it or actions of its employees, agents or invitees.
5. AUDIT RIGHTS. e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit Customer's records relating to Customer's activities pursuant to this Service Agreement in order to verify that Customer has complied with the terms of this Agreement. Such audits will be conducted no more than once in any period of twelve (12) consecutive months, and e-Builder will adhere to any security measures required by the Ordering Activity.
6. CONFIDENTIALITY. Confidential Information refers to all nonpublic information provided by one party to the other, but it does not include this Service Agreement. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of such information.
7. MISCELLANEOUS
- 7.1 Governing Law and Venue. This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States.
- 7.2 Notices. All notices required or permitted to be sent pursuant to this Agreement shall, unless otherwise specifically provided, be in writing and shall be deemed given when delivered personally or by facsimile, overnight air courier or certified mail (postage prepaid, return receipt requested), to the addresses shown above or such other substitute address designated in writing.
- 7.3 Force Majeure. Notwithstanding any other provision of this Agreement, if by reason of Force Majeure, any Party is unable to perform certain of its obligations under this Agreement it shall be automatically relieved of those obligations to the extent, and for the period of time, that such Party is prevented from meeting them by Force Majeure.

E-BUILDER, INC.

"Customer"

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**e-Builder, Inc.**  
**Awarded GSA Pricelist**

| SIN    | Labor Category     | Functional Responsibility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Minimum Experience                                                                                                                                                                                                                                   | Minimum Education                                                                                                                                                                                                                                                                          | Awarded Net GSA Price | UOI    |
|--------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------|
| 132-51 | Project Manager    | As primary point of contact for the customer, the Project Manager is proficient in the latest hardware, software, and network technologies. Directs completion of complex information technology tasks within mated timeframe and budget constraints, while oversees all project work. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with scope requirements. | At least six years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communications skills, with the ability to multi-task | Bachelor's degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelor's degree, six years relevant experience and/or technical certificates may be substituted.                                                         | \$ 167.51             | Hourly |
| 132-51 | Program Director   | The Program Director leads an implementation team consisting of program managers, project managers, and business analysts and has ultimate responsibility for the overall success of customer implementations of the e-Builder product suite. The Program Director oversees project staffing, and implementation procedures. This role is the final escalation point for addressing stakeholder concerns.                                                                                                               | At least six years of project management experience leading technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task                                              | A Bachelor's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.                                                                           | \$226.10              | Hourly |
| 132-51 | Program Manager    | Oversees business analysts through entire implementation cycle to ensure that best practices are applied to client requirements. Actively reviews configured instances of e-Builder Enterprise to verify the configuration adheres to e-Builder procedures and business rules, and is based on client requirements.                                                                                                                                                                                                     | At least six years of project management experience leading technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task                                              | A Bachelor's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.                                                                           | \$199.50              | Hourly |
| 132-51 | Project Manager II | Coordinate day-to-day activities of a project implementation team of business analysts. Manages scope, schedule, and financials for each project. Responsible for measuring and reporting key implementation related KPIs to internal and customer stakeholders                                                                                                                                                                                                                                                         | At least six years of project management experience leading technology and/or construction projects. Position requires construction industry knowledge, excellent oral and written communications skills, with the ability to multi-task.            | Bachelor's degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelor's degree, six years relevant experience and/or technical certificates may be substituted. e-Builder Certified Professional. | \$186.20              | Hourly |
| 132-51 | Business Analyst   | Responsible for requirements gathering, documentation, and configuration of e-Builder Enterprise. Works with stakeholders to develop and execute UAT strategies. Creates and distributes meeting minutes, status reports, and required documentation to project stakeholders.                                                                                                                                                                                                                                           | At least two years of project management experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task                                         | A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. e-Builder certified Professional.                   | \$168.46              | Hourly |
| 132-51 | Software Engineer  | Participates in all aspects of product and client specific custom software development from requirements analysis through product release. Assists with testing strategies and evaluation of expected results. Communicates status, risks, and other issues on software development projects.                                                                                                                                                                                                                           | At least two years software development environment experience. Must have strong object-oriented programming skills and excellent problem-solving skills.                                                                                            | A Bachelor's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.                                                                           | \$195.06              | Hourly |

|            |                                      |                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                        |                              |            |
|------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------|
| 132-51     | Software Architect                   | Responsible for definition of overall software solution architecture. Leverages deep understanding of architectural design patterns and domain driven design to lead a team software engineers, performance test engineers and software QA engineers on continuously improving system architecture. Provides architectural oversight for client-specific, custom development solutions. | At least six years software architecture experience. Must have expert object-oriented programming skills, deep understanding of architectural design patterns, and excellent problem-solving skills.                             | A Bachelor's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.                       | \$221.66                     | Hourly     |
| <b>SIN</b> | <b>Service Title</b>                 | <b>Service Description</b>                                                                                                                                                                                                                                                                                                                                                              | <b>Minimum Experience</b>                                                                                                                                                                                                        | <b>Minimum Education</b>                                                                                                                                                                                                               | <b>Awarded Net GSA Price</b> | <b>UOI</b> |
| 132-51     | Managed Services - 25% FTE - Tier 1  | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 520 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.                                                                                | At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task | A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. | \$69,823.68                  | Annual     |
| 132-51     | Managed Services - 50% FTE - Tier 1  | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1040 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.                                                                               | At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task | A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. | \$129,672.54                 | Annual     |
| 132-51     | Managed Services - 75% FTE - Tier 1  | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1560 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.                                                                               | At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task | A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. | \$179,546.60                 | Annual     |
| 132-51     | Managed Services - 100% FTE - Tier 1 | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 2080 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.                                                                               | At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task | A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. | \$219,445.84                 | Annual     |
| 132-51     | Managed Services - 25% FTE - Tier 2  | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 520 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.                                                                                                                | At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task | A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. | \$83,788.41                  | Annual     |
| 132-51     | Managed Services - 50% FTE - Tier 2  | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1040 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.                                                                                                               | At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task | A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. | \$155,607.05                 | Annual     |

|        |                                         |                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                        |              |        |
|--------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|
| 132-51 | Managed Services - 75%<br>FTE - Tier 2  | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1560 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco. | At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task | A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. | \$215,455.92 | Annual |
| 132-51 | Managed Services - 100%<br>FTE - Tier 2 | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 2080 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco. | At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task | A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. | \$263,335.01 | Annual |

e-Builder, Inc.  
Awarded GSA Pricelist

| SIN    | MFR       | MFR PART NO                                     | PRODUCT DESCRIPTION                                                                                                                                                                                                                                                                                                                                                           | UOI                                                                       | GSA PRICE    | WARRANTY          | COO |
|--------|-----------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------------|-------------------|-----|
| 132-52 | e-Builder | Eb-Ent-Gov-15-Named                             | e-Builder Enterprise Government Edition which includes core platform and up to 15 named users. One-year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, Business Intelligence Add-on, Sandbox, oData API, and BIM                                                                                                                             | Platform with up to 15 users / year                                       | \$24,876.80  | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-15-Named (on AWS GovCloud            | e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 15 named users. One-year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM                                                     | Platform with up to 15 users / year                                       | \$31,523.27  | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-50-Named                             | e-Builder Enterprise Government Edition which includes core platform and up to 50 named users. One-year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, Business Intelligence Add-on, Sandbox, oData API, and BIM                                                                                                                             | Platform with up to 50 users / year                                       | \$62,192.00  | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-50-Named (on AWS GovCloud)           | e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 50 named users. One-year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM                                                     | Platform with up to 50 users / year                                       | \$78,808.19  | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-20MCapital Program                   | e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$20 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM                                                                           | Platform with unlimited users for up to \$20 million in capital program   | \$44,459.49  | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-20MCapital Program (on AWSGovCloud)  | e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$20 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM   | Platform with unlimited users for up to \$20 million in capital program   | \$56,337.97  | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-50MCapital Program                   | e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$50 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM                                                                           | Platform with unlimited users for up to \$50 million in capital program   | \$90,249.43  | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-50MCapital Program (on AWSGovCloud)  | e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$50 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM   | Platform with unlimited users for up to \$50 million in capital program   | \$114,361.87 | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-300MCapital Program                  | e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$300 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM                                                                         | Platform with unlimited users for up to \$300 million in capital program  | \$217,086.47 | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-300MCapital Program (on AWSGovCloud) | e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$300 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM | Platform with unlimited users for up to \$300 million in capital program  | \$275,086.67 | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-500MCapital Program                  | e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$500 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM                                                                         | Platform with unlimited users for up to \$500 million in capital program  | \$289,707.32 | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-500MCapital Program (on AWSGovCloud) | e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$500 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM | Platform with unlimited users for up to \$500 million in capital program  | \$367,110.05 | Standard Warranty | US  |
| 132-52 | e-Builder | eB-Ent-Gov-1000MCapital Program                 | e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$1000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM                                                                       | Platform with unlimited users for up to \$1000 million in capital program | \$391,598.27 | Standard Warranty | US  |

|        |           |                                                    |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                           |              |                   |    |
|--------|-----------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------------|-------------------|----|
| 132-52 | e-Builder | eB-Ent-Gov-1000M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$1000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM | Platform with unlimited users for up to \$1000 million in capital program | \$496,223.76 | Standard Warranty | US |
| 132-52 | e-Builder | eB-Ent-Gov-2000M-Capital_Program                   | e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$2000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, Business Intelligence Add-on, Sandbox, API, and BIM                                                                               | Platform with unlimited users for up to \$2000 million in capital program | \$522,299.02 | Standard Warranty | US |
| 132-52 | e-Builder | eB-Ent-Gov-2000M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$2000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, API, and BIM       | Platform with unlimited users for up to \$2000 million in capital program | \$664,685.69 | Standard Warranty | US |
| 132-52 | e-Builder | eB-Ent-Gov-3000M-Capital_Program                   | e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$3000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, Business Intelligence Add-on, Sandbox, API, and BIM                                                                               | Platform with unlimited users for up to \$3000 million in capital program | \$635,082.80 | Standard Warranty | US |
| 132-52 | e-Builder | eB-Ent-Gov-3000M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$3000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, API, and BIM       | Platform with unlimited users for up to \$3000 million in capital program | \$808,551.63 | Standard Warranty | US |
| 132-52 | e-Builder | EB-APPX-SUB-Platform                               | e-Builder AppXchange platform subscription which includes up to 5 integration points. One-year subscription license. Requires purchase of SIN 132-51 for implementation                                                                                                                                                                                                         | e-Builder AppXchange Platform with up to 5 Integration Points             | \$23,924.69  | Standard Warranty | US |
| 132-52 | e-Builder | EB-APPX-SUB-5IP                                    | e-Builder AppXchange subscription for up to 5 additional points. Requires purchase of SIN 132-51 for implementation                                                                                                                                                                                                                                                             | Additional 5 Integration Points                                           | \$14,831.49  | Standard Warranty | US |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**Submitted by:**

Shonnda Smith, Director of Parks and Recreation

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

Authorize the Mayor to apply, accept, and receive, if awarded, a grant in the amount of \$50,000, from the South Alabama Regional Planning Commission, in support of Title III Funding. (\$60,904 Local Cash Match and \$135,648 In-Kind Match). The Local Cash Match amount reflects city salaries that are traditionally considered an In-Kind Match but have been categorized as "Local Cash Match" per the request of the Grantor".

**Funding Source**

**Project #**

**Project String** 10042035

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

**Grant Funds** \$50,000.00

**Discretionary Funds**

**Contract Number:**

**Matching Funds** \$60,904 - Local Cash; \$135,648 - In-Kind

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department    | Reviewer        | Action   | Date                |
|---------------|-----------------|----------|---------------------|
| Accounting    | Daniels, Bettye | Approved | 8/25/2020 - 1:29 PM |
| Legal         | Kern, Chris     | Approved | 8/25/2020 - 2:56 PM |
| Legal         | Kern, Chris     | Approved | 8/25/2020 - 2:56 PM |
| Mayors Office | Wesch, Paul     | Approved | 8/26/2020 - 5:51 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**Submitted by:**

Nick Amberger, P.E.  
City Engineer

**Sponsored by:**

Mayor William S. Stimpson and Councilperson Gina Gregory

**Purpose and Scope of Project:**

To accept a contract with Thompson Engineering, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This a necessary minimum essential function of the Council - Public Works (infrastructure/consultant/other relate services.)

**Amount of Contract:**

\$1,778,052.00

**Funding Source**

**Project #** C0053

**Project String** 20002000-48020

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

**Grant Funds**

**Discretionary Funds**

**Contract Number:**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department  | Reviewer        | Action   | Date                 |
|-------------|-----------------|----------|----------------------|
| Engineering | Amberger, Nick  | Approved | 8/26/2020 - 5:55 PM  |
| Accounting  | Daniels, Bettye | Approved | 8/27/2020 - 11:18 AM |
| Legal       | Kern, Chris     | Approved | 8/27/2020 - 11:30 AM |

Legal

Kern, Chris

Approved

8/27/2020 -  
11:30 AM

Mayors  
Office

Wesch, Paul

Approved

8/27/2020 - 2:01  
PM





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**Submitted by:**

Ricardo A. Woods, City Attorney

**Sponsored by:**

William S. Stimpson, Mayor and John William, Councilmember

**Purpose and Scope of Project:**

to authorize the adoption of the Resolution to provide Tier I benefits to Tier II plan members

**Amount of Contract:**

\$146,440

**Effective Date of Contract:**

9/8/2020

**Funding Source**

**Project #** Resolution to provide Tier I benefits to Tier II plan members **Discretionary Funds** na

**Project String** n/a

**Contract Number:**

**Budget Amendment** REDUCE n/a INCREASE

**Grant Funds** n/a

**Matching Funds** n/a

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department | Reviewer        | Action   | Date                |
|------------|-----------------|----------|---------------------|
| Legal      | Barfield, Becky | Approved | 8/27/2020 - 1:12 PM |
| Legal      | Barfield, Becky | Approved | 8/27/2020 - 1:13 PM |
| Accounting | Daniels, Bettye | Approved | 8/27/2020 - 1:28 PM |
|            |                 |          | 8/27/2020 - 1:47 PM |

|                  |             |
|------------------|-------------|
| Legal            | Kern, Chris |
| Legal            | Kern, Chris |
| Mayors<br>Office | Wesch, Paul |

|          |
|----------|
| Approved |
| Approved |
| Approved |

|                        |
|------------------------|
| PM                     |
| 8/27/2020 - 1:47<br>PM |
| 8/27/2020 - 2:04<br>PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Office Equipment Company of Mobile Inc for furniture for the Convention Center.

Convention Center Expense funds

**Amount of Contract:**

\$54,989.22

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                        | Type       | Upload Date |
|------------------------------------|------------|-------------|
| 20200827 OEC Agenda<br>Package POs | Cover Memo | 8/27/2020   |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                |
|--------------------------------|----------|---------------------|
| Mayors Office      Wesch, Paul | Approved | 8/27/2020 - 2:02 PM |

# 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>15119</u>       | 2020               | (F6080)<br>CONVENTION<br>CENTER | BENCHES, CHAIRS,<br>TABLES FOR<br>CONVENTION<br>CENTER (AL STATE<br>CONTRACT) | \$54,989.22   | <u>(150500) OFFICE<br/>EQUIPMENT<br/>COMPANY OF<br/>MOBILE 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 00015119-00 FY 2020<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|

Page 1

|                                                                                                                                                 |                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>OFFICE EQUIPMENT COMPANY OF MOBILE INC<br>104 E I-65 SERVICE RD N<br><br>MOBILE, AL 36607<br><br>Tel#251-380-7469<br>Fax 251-479-2280 | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602<br>BRANDT WILHELM<br><br>Delivery Reference<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 07/28/20     | 150500        |               |          |       | CONVENTION CENTER |

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

General Notes

PER STATE OF ALABAMA T-390 CONTRACT  
 VIZENT CONTRACT KRUG CE3380  
 SQ #36070  
 CITY OF MOBILE ID #1148029

ASSISTING DEALER: OFFICE EQUIPMENT COMPANY (OEC) ATTN: NANCY BRAMLETT

CONTACT BRANDT WILHELM AT 251-208-2127 OR 251-545-8951 24 HRS PRIOR TO DELIVERY.

|     |                               |               |           |          |
|-----|-------------------------------|---------------|-----------|----------|
| 001 | FURNITURE MODULAR AS FOLLOWS: | 42.00<br>EACH | 706.35000 | 29666.70 |
|-----|-------------------------------|---------------|-----------|----------|

Additional Description Notes

LOUNGE CHAIR:  
 ZOLA | MODULAR One-Seat lounge chair, Upholstered Back Armless  
 23"Wx27"Dx37"OH, 18.5"SH Seat: Maharam Lariat - Macaw 440401-034 grade 2  
 Back: CF Stinson Drift - Cove 65574 grade 4  
 PART # ZOL3-M1101  
 Vendor Item  
 Inventory Item/Loc 5514

|                                         |          |
|-----------------------------------------|----------|
| 1 6080.70.00.0000.0000.0000.0000.44020. | 29666.70 |
|-----------------------------------------|----------|

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00015119-00 FY 2020<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved | Page 2 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                                                 |                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>OFFICE EQUIPMENT COMPANY OF MOBILE INC<br>104 E I-65 SERVICE RD N<br><br>MOBILE, AL 36607<br><br>Tel#251-380-7469<br>Fax 251-479-2280 | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602<br>BRANDT WILHELM<br><br>Delivery Reference<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 07/28/20     | 150500        |               |          |       | CONVENTION CENTER |

| LN  | Description / Account                                                                                                                                                                                                                       | Qty   | Unit Price | Net Price |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|-----------|
|     | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602<br>Delivery Reference<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602                                       |       |            |           |
| 002 | FURNITURE MODULAR AS FOLLOWS:                                                                                                                                                                                                               | 12.00 | 494.70000  | 5936.40   |
|     | Additional Description Notes<br>-----<br>SEAT BENCH:<br>ZOLA   MODULAR Two Seat Bench Std. Dpth - Straight 46"Wx22.25"Dx18.5"SH<br>Maharam Lariat - Macaw 440401-034 grade 2<br>Part # ZOL3-MS2S1<br>Vendor Item<br>Inventory Item/Loc 5514 | EACH  |            |           |
| 1   | 6080.70.00.0000.0000.0000.0000.44020.                                                                                                                                                                                                       |       |            | 5936.40   |

|                                                                                                          |                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00015119-00 FY 2020<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|

Page 3

|                                                                             |                                               |
|-----------------------------------------------------------------------------|-----------------------------------------------|
| Vendor<br>OFFICE EQUIPMENT COMPANY OF MOBILE INC<br>104 E I-65 SERVICE RD N | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER |
|-----------------------------------------------------------------------------|-----------------------------------------------|

MOBILE, AL 36607

Tel#251-380-7469  
 Fax 251-479-2280

MOBILE, AL 36602  
 BRANDT WILHELM

Delivery Reference  
 BWILHELM@MOBILECONVENTIONS.COM

Deliver To  
 CONVENTION CENTER  
 1 SOUTH WATER

MOBILE, AL 36602

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 07/28/20     | 150500        |               |          |       | CONVENTION CENTER |

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

Ship To  
 CONVENTION CENTER  
 1 SOUTH WATER  
 MOBILE, AL 36602  
 Delivery Reference  
 BWILHELM@MOBILECONVENTIONS.COM

Deliver To  
 CONVENTION CENTER  
 1 SOUTH WATER  
 MOBILE, AL 36602

|                                   |       |           |         |
|-----------------------------------|-------|-----------|---------|
| 003 FURNITURE MODULAR AS FOLLOWS: | 10.00 | 635.97000 | 6359.70 |
|                                   | EACH  |           |         |

Additional Description Notes  
 -----

SEAT BENCH:  
 ZOLA | MODULAR Three Seat Bench Std. Dpth - Straight 69"Wx22.25"Dx18.5"SH  
 Maharam Lariat - Macaw 440401-034 grade 2  
 Part # ZOL3-MS3S1  
 Vendor Item  
 Inventory Item/Loc 5514

|                                         |         |
|-----------------------------------------|---------|
| 1 6080.70.00.0000.0000.0000.0000.44020. | 6359.70 |
|-----------------------------------------|---------|



|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00015119-00 FY 2020<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved | Page 4 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                                                 |                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>OFFICE EQUIPMENT COMPANY OF MOBILE INC<br>104 E I-65 SERVICE RD N<br><br>MOBILE, AL 36607<br><br>Tel#251-380-7469<br>Fax 251-479-2280 | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602<br>BRANDT WILHELM<br><br>Delivery Reference<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 07/28/20     | 150500        |               |          |       | CONVENTION CENTER |

| LN  | Description / Account                                                                                                                                                                                 | Qty   | Unit Price | Net Price |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|-----------|
|     | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602<br>Delivery Reference<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602 |       |            |           |
| 004 | FURNITURE MODULAR AS FOLLOWS:                                                                                                                                                                         | 24.00 | 427.38000  | 10257.12  |
|     | Additional Description Notes<br>-----<br><br>TABLE:<br>Zola 18x18 Square Table laminate: Ash.<br>Part # ZOL4-181815<br>Vendor Item<br>Inventory Item/Loc 5514                                         | EACH  |            |           |
| 1   | 6080.70.00.0000.0000.0000.0000.44020.                                                                                                                                                                 |       |            | 10257.12  |

|                                                                                                          |                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00015119-00 FY 2020<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|

Page 5

|                                                                             |                                               |
|-----------------------------------------------------------------------------|-----------------------------------------------|
| Vendor<br>OFFICE EQUIPMENT COMPANY OF MOBILE INC<br>104 E I-65 SERVICE RD N | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER |
|-----------------------------------------------------------------------------|-----------------------------------------------|

MOBILE, AL 36607

Tel#251-380-7469  
 Fax 251-479-2280

MOBILE, AL 36602  
 BRANDT WILHELM

Delivery Reference  
 BWILHELM@MOBILECONVENTIONS.COM

Deliver To  
 CONVENTION CENTER  
 1 SOUTH WATER

MOBILE, AL 36602

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 07/28/20     | 150500        |               |          |       | CONVENTION CENTER |

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

Ship To  
 CONVENTION CENTER  
 1 SOUTH WATER  
 MOBILE, AL 36602  
 Delivery Reference  
 BWILHELM@MOBILECONVENTIONS.COM

Deliver To  
 CONVENTION CENTER  
 1 SOUTH WATER  
 MOBILE, AL 36602

|                                   |      |           |         |
|-----------------------------------|------|-----------|---------|
| 005 FURNITURE MODULAR AS FOLLOWS: | 6.00 | 461.55000 | 2769.30 |
|                                   | EACH |           |         |

Additional Description Notes  
 -----

TABLE:  
 Zola 24x24 Square Table laminate: Ash  
 Part # ZOL4-242415  
 Vendor Item  
 Inventory Item/Loc 5514

|                                         |  |         |  |
|-----------------------------------------|--|---------|--|
| 1 6080.70.00.0000.0000.0000.0000.44020. |  | 2769.30 |  |
|-----------------------------------------|--|---------|--|

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00015119-00 FY 2020<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fo1a<br>Status: Approved | Page 6 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                                                 |                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>OFFICE EQUIPMENT COMPANY OF MOBILE INC<br>104 E I-65 SERVICE RD N<br><br>MOBILE, AL 36607<br><br>Tel#251-380-7469<br>Fax 251-479-2280 | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602<br>BRANDT WILHELM<br><br>Delivery Reference<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 07/28/20     | 150500        |               |          |       | CONVENTION CENTER |

| LN Description / Account                                                                                                                                                                              | Qty | Unit Price | Net Price |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-----------|
| Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602<br>Delivery Reference<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602 |     |            |           |

## Requisition Link

Requisition Total 54989.22

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

|                                                  |                                     |
|--------------------------------------------------|-------------------------------------|
| Account<br>6080.70.00.0000.0000.0000.0000.44020. | Amount Remaining Budget<br>54989.22 |
| CONVENTION CENTER EXP                            | OPERATING SUPPLIES                  |

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

| Activity  | Date     | Clerk            | Comment                       |
|-----------|----------|------------------|-------------------------------|
| Cancelled | 08/20/20 | ANNE FOLEY       | GL Allocation, GL Allocation, |
| Approved  | 07/28/20 | TIFFANY HOLLINS  |                               |
| Approved  | 07/28/20 | MARILYN MCMILLAN | Auto approved by: 910514227   |
| Approved  | 07/28/20 | RELYA MALLORY    | Auto approved by: 910514227   |
| Approved  | 08/20/20 | TIFFANY HOLLINS  |                               |
| Approved  | 08/20/20 | MARILYN MCMILLAN | Auto approved by: 910514227   |
| Approved  | 08/20/20 | RELYA MALLORY    | Auto approved by: 910514227   |

|                                 |                                       |
|---------------------------------|---------------------------------------|
| =====                           | =====                                 |
| Bill To                         | Requisition 00015119-00 FY 2020       |
| ACCOUNTS PAYABLE                |                                       |
| P O BOX 389                     | Acct No:                              |
|                                 | 6080.70.00.0000.0000.0000.0000.44020. |
| MOBILE, AL                      | Review:                               |
| 36601                           | Buyer: 9105fo1a                       |
| vendorinvoices@cityofmobile.org | Status: Approved                      |
|                                 | Page 7                                |
| =====                           | =====                                 |

|                                        |                                |
|----------------------------------------|--------------------------------|
| Vendor                                 | Ship To                        |
| OFFICE EQUIPMENT COMPANY OF MOBILE INC | CONVENTION CENTER              |
| 104 E I-65 SERVICE RD N                | 1 SOUTH WATER                  |
|                                        |                                |
| MOBILE, AL 36607                       | MOBILE, AL 36602               |
|                                        | BRANDT WILHELM                 |
| Tel#251-380-7469                       | Delivery Reference             |
| Fax 251-479-2280                       | BWILHELM@MOBILECONVENTIONS.COM |
|                                        |                                |
|                                        | Deliver To                     |
|                                        | CONVENTION CENTER              |
|                                        | 1 SOUTH WATER                  |
|                                        |                                |
|                                        | MOBILE, AL 36602               |

|          |                   |
|----------|-------------------|
| -----    | -----             |
| Date     | Vendor            |
| Ordered  | Number            |
|          | Required          |
|          | Ship              |
|          | Via               |
|          | Terms             |
|          | Department        |
| -----    | -----             |
| 07/28/20 | 150500            |
|          |                   |
|          | CONVENTION CENTER |
| -----    | -----             |

|    |                                         |     |                             |           |
|----|-----------------------------------------|-----|-----------------------------|-----------|
| LN | Description / Account                   | Qty | Unit Price                  | Net Price |
|    | Forward 07/29/20 JOHN PAINE             |     |                             |           |
|    | Approved 08/26/20 DONNA MICHELE STANLEY |     | Auto approved by: 910516727 |           |
|    | Approved 08/26/20 DONALD ROSE           |     | Approved by: 9105fo1a       |           |
|    | Approved 08/26/20 JOHN PAINE            |     | Auto approved by: 910516727 |           |

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

Signature



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**Submitted by:**

Kimberly Harden, Director of Architectural Engineering Department

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

The reallocation of unused Operating funds from Security costs not realized when the ship was not sailing, is essential to on-going government operations in order that the construction contract can be executed and the repairs completed for the safety of those utilizing the facility, before the cruise ship again begins serving passengers.

**Amount of Contract:**

\$200,000.00

**Funding Source**

**Project #** Cruise Terminal Parking Deck Structural Repairs, CT-056-20

**Discretionary Funds**

**Project String** 20002000-48010

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department                | Reviewer    | Action   | Date                |
|---------------------------|-------------|----------|---------------------|
| Architectural Engineering | Harden, Kim | Approved | 9/2/2020 - 11:07 AM |
| Budget                    | Sapp, Celia | Approved | 9/2/2020 - 10:14 AM |
| Legal                     | Kern, Chris | Approved | 9/2/2020 - 11:52 AM |
|                           |             |          | 9/2/2020 - 11:52    |

Legal  
Mayors  
Office

Kern, Chris  
Wesch, Paul

Approved  
Approved

AM  
9/2/2020 - 2:25  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**Submitted by:**

Jennifer White, Traffic Engineering

**Sponsored by:**

Gina Gregory, Council Member District 7

**Purpose and Scope of Project:**

Construction of approximately 2,000 linear feet of sidewalk and handicap ramps.

**Amount of Contract:**

323,759.00

**Funding Source**

**Project #** Old Shell Road Side Walk Project 2020-2060-07/Federal Aid Project TAPMB-TA17(950)

**Discretionary Funds**

**Project String** 50005000.48010

**Contract Number:**G-TAPOLD SH

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department Reviewer                       | Action   | Date                 |
|-------------------------------------------|----------|----------------------|
| Traffic Engineering      Bergin, Marybeth | Approved | 8/27/2020 - 5:16 PM  |
| Accounting      Daniels, Bettye           | Approved | 8/28/2020 - 11:40 AM |
| Legal      Kern, Chris                    | Approved | 9/1/2020 - 10:41 AM  |
| Legal      Kern, Chris                    | Approved | 9/1/2020 - 10:41 AM  |
| Mayors Office      Wesch, Paul            | Approved | 9/2/2020 - 8:36 AM   |

## R E S O L U T I O N

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to accept a Deed for the donation of approximately 1.76 acres of land located along Three Mile Creek and Gordon Smith Center Drive as set out in the instrument attached hereto and that is necessary to perform essential minimum functions of the Council.

Said property is being conveyed to the City of Mobile by The Gordon Smith Center, Incorporated and is to be used for public recreational space for the Three Mile Creek Greenway Trail.

Adopted: \_\_\_\_\_

\_\_\_\_\_

City Clerk



**THIS INSTRUMENT PREPARED  
BY:  
City of Mobile  
P.O. Box 1827  
Mobile, AL 36633**

**STATE OF ALABAMA  
COUNTY OF MOBILE**

**DEED FOR EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN dollar(s) (\$10.00) cash in hand paid the receipt whereof is hereby acknowledged, the undersigned grantor, THE GORDON SMITH CENTER, INCORPORATED, an Alabama non-profit corporation ("Grantor"), has this day bargained and by these presents does hereby, subject to the exceptions, conditions and reservations contained herein, grant, bargain, convey, transfer, and deliver unto the CITY OF MOBILE, an Alabama municipal corporation ("Grantee"), a permanent easement 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 greenway trail, 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 our land situated in the County of Mobile, State of Alabama (the "Permitted Purpose").**

**The permanent easement hereby granted is more particularly located and described as follows, to-wit:**

**Easement 208; R02-29-02-44-0-028-002; 2440 and 2448 Gordon Smith Center Drive.**

**And as shown on Exhibit A and of record 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:**

**PERMANENT EASEMENT**

**PERMANENT EASEMENT NO. 1 OF 1:**

**Easement 208**

**State of Alabama  
County of Mobile**

**Commencing at the intersection of the centerline of Wagner Street with the western right-of-way line of Stanton Street (50' r/w); thence run South 15°-20'-01" East along said western right-of-way line a distance of 879.19 feet; thence run South 74°-39'-49" West a**

distance of 929.21 feet; thence run South 75°-10'-48" West along the north line of Cedar Ridge Subdivision, as recorded in Map Book 5, Page 287 of the records in the office of the Judge of Probate, Mobile County, Alabama, a distance of 407.40 feet to the Point of Beginning of the following described parcel: thence continue South 75°-10'-48" West along the north line of said Cedar Ridge Subdivision a distance of 161 feet, more or less, to the centerline of Three Mile Creek; thence run northwardly along the centerline of Three Mile Creek a distance of 693 feet, more or less; thence run North 74°-42'-18" East a distance of 116 feet, more or less; thence run South 02°-03'-17" East a distance of 503.76 feet; thence run southeastwardly along the arc of a curve to the left (having a delta of 46°-13'-03", a radius of 130.94 feet, a chord bearing of South 33°-36'-44" East, and a chord length of 102.78 feet) an arc distance of 105.62 feet; thence run South 15°-30'-50" East a distance of 94.08 feet to the Point of Beginning. The described parcel contains 1.76 acres, more or less.

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

*In consideration of the permanent easement and the aforementioned payment Grantee shall:*

*(a) Grantee shall be solely responsible, at its expense, for constructing the greenway that will be on the permanent easement and maintaining the permanent easement in accordance with the purposes set forth herein, including signage, construction and maintenance of trail and/or trail improvements; and*

*Grantee shall, at its expense, build and/or move a fence separating the Gordon Smith Center, Inc. from the constructed greenway and public access point on the site. The Gordon Smith Center, Inc. shall be responsible for the maintenance of the fence. As a further consideration, 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.*

SUBJECT AND SUBORDINATE TO THE FOLLOWING:

1. All taxes and assessments heretofore or hereafter assessed;
2. Mineral and mining rights;
3. Easements, restrictions, covenants, rights-of-way and all other matters of record in the Probate Court of Mobile County or that are visible or would be disclosed by an accurate inspection or survey of the permanent easement;

(the "Permitted Encumbrances").

TO HAVE AND TO HOLD the permanent easement, together with all and singular the rights, members and appurtenances thereof to the same being, belonging or in any way appertaining, to the use and benefit of the Grantee and its successors and

assigns, forever, but subject to the Permitted Encumbrances, the conditions, and the right of reversion herein reserved to the Grantor.

In witness we have hereunto set our hand(s) and seal(s) this the 28<sup>th</sup> day of AUGUST, 2020.

Bo Mattei (L.S)

#### ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

MOBILE COUNTY

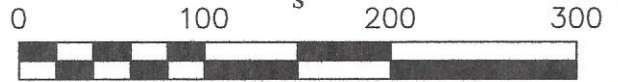
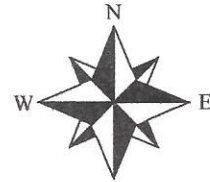
I, Bo Mattei, a CHAIRMAN/RESIDENT in and for said County, in said State, hereby certify that Bo Mattei, whose name as Chairman of the Board of the Gordon Smith Center, Inc., an Alabama non-profit corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this 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 28<sup>th</sup> day of AUGUST, A.D. 2020.

Jff Jolly  
Official Title  
Vice President

# THIS IS NOT A BOUNDARY SURVEY

| CURVE | DELTA ANGLE | RADIUS  | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|-------------|---------|------------|---------------|--------------|
| C1    | 46°13'03"   | 130.94' | 105.62'    | S33°36'44"E   | 102.78'      |



1" = 100'

WAGNER STREET

NDF

**POINT OF COMMENCEMENT**  
INTERSECTION OF THE CENTERLINE  
OF WAGNER STREET WITH THE  
WESTERN RIGHT-OF-WAY LINE OF  
STANTON STREET

STANTON STREET  
50' R/W

R02-29-02-44-0-028-002  
COMMUNITY CHEST & COUNCIL  
OF MOBILE COUNTY, INC.  
P.O. BOX 89  
MOBILE, AL 36601

**PROPOSED TRAIL**

S74°39'49"W 929.21'

## LEGEND

|       |                     |
|-------|---------------------|
| CRF   | CAPPED REBAR FOUND  |
| NDF   | NAIL & DISK FOUND   |
| SS    | SANITARY SEWER LINE |
| —○—○— | CHAIN-LINK FENCE    |

**POINT OF BEGINNING**

**EASEMENT 208**

MOBILE GREENWAY INITIATIVE  
THREE MILE CREEK TRAIL, 2018 CIP

OCTOBER 17, 2019

EXHIBIT A





STATE OF ALABAMA )  
COUNTY OF MOBILE )

142124

REAL  
PROP

879 PAGE 139

WHEREAS, Mobile County, a political subdivision of, and body corporate in, the State of Alabama, by deed dated March 24, 1964, and recorded in Real Property Book 499 page 876, et seq., of the records in the office of the Judge of Probate of Mobile County, Alabama, did convey unto the Community Chest and Council of Mobile County, Inc., a non-profit corporation, that certain real property situated in Mobile County, Alabama, hereinafter described, for the purposes set forth in said deed;

WHEREAS, the Gordon Smith Center, Inc., a non-profit corporation, was thereafter organized to take over and assume, and it has heretofore taken over and assumed, the responsibility of carrying out the purposes for which property was conveyed as aforesaid, including coordinating the planning and establishment of the health center for the citizens of the County of Mobile, Alabama, on said real property; and

WHEREAS, it is desired by these presents to vest title to said real property in the Gordon Smith Center, Inc., as the corporation which is now primarily engaged in the carrying out of the purposes for which said property was conveyed, as aforesaid;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Community Chest and Council of Mobile County, Inc., a non-profit corporation, hereinafter called the Grantor, in consideration of the premises, and for and in the further consideration of ONE AND NO/100 (\$1.00) DOLLAR and other good

and valuable considerations hereby acknowledged to have been paid to said Grantor by the Gordon Smith Center, Inc., a non-profit corporation, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, subject to the reservations, conditions, encumbrances, easements and leases hereinafter set forth, that certain real property located in the City and County of Mobile, Alabama, described as follows, to-wit:

FILED  
679  
PAGE 140

Beginning at the intersection of the center line of Wagner Street and the western right-of-way line of Stanton Street; thence south 17 degrees 05 minutes 45 seconds west, a distance of 879.19 feet; thence south 72 degrees 55 minutes 15 seconds west, a distance of 929.21 feet; thence south 73 degrees 29 minutes 15 seconds west, a distance of 593 feet, more or less, to the center of Three Mile Creek; thence northerly along the center line of said Creek 690 feet, more or less, thence north 72 degrees 54 minutes 15 seconds east a distance of 613 feet, more or less; thence north 27 degrees 54 minutes 15 seconds east, a distance of 275 feet; thence north 72 degrees 54 minutes 15 seconds east, a distance of 490 feet to the point of beginning. Containing 25.4 acres more or less. All of said measurements being according to a survey by Dixie Engineering Corporation dated December, 1963.

TOGETHER WITH ALL AND SINGULAR, the rights, members, easements, privileges and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

This conveyance is made subject to the following:

1. The reservations, conditions, encumbrances and easements contained in the aforesaid deed from Mobile County to the Grantor herein dated March 24, 1964 and recorded in Real Property Book 499, page 876, et seq., of said Probate records.



2. That certain lease from the Grantor herein, as Lessor, to the Mobile Mental Health Center, Inc., dated May 17, 1968 and recorded in Real Property Book 868 page 104, et seq., of said Probate records.

IN WITNESS WHEREOF, the said Grantor, Community Chest and Council of Mobile County, Inc., has caused these presents to be executed by its president and attested by its secretary on this the 27 day of January, 1969.

COMMUNITY CHEST AND COUNCIL OF  
MOBILE COUNTY, INC.

By: R. E. Pride  
Its President

ATTEST:

Mrs. Emmett Frazer  
Its Secretary

STATE OF ALABAMA )

COUNTY OF MOBILE )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that R. E. Pride and Mrs. Emmett Frazer, whose names as President and Secretary, respectively of Community Chest and Council of Mobile County, Inc., a non-profit corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 27 day of January, 1969.

Louise K. Kenny  
Notary Public, Mobile County, Alabama

COARD FEE  
1.90  
STATE OF ALA. MOBILE CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

JAN 29 3 58 PM '69

NOTARY PUBLIC  
LOUISE K. KENNY  
MOBILE COUNTY, ALABAMA



REAL  
PROPERTY  
879  
PAGE 14



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

**Sponsored by:**

|                |                 |            |
|----------------|-----------------|------------|
| Council Member | Fred Richardson | District 1 |
| Council Member | Levon C Manzie  | District 2 |
| Council Member | C J Small       | District 3 |
| Council Member | John Williams   | District 4 |
| Council Member | Joel Daves      | District 5 |
| Council Member | Bess Rich       | District 6 |
| Council Member | Gina Gregory    | District 7 |

**Purpose and Scope of Project:**

Declare weeds noxious, Weed Lien Group 1607

**Effective Date of Contract:**

9/8/2020

**Funding Source**

**Project #** Weed Lien Group 1607

**Discretionary Funds**

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

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

**REVIEWERS:**

| Department            | Reviewer           | Action   | Date               |
|-----------------------|--------------------|----------|--------------------|
| Municipal Enforcement | Merchant, Mary Ann | Approved | 9/3/2020 - 1:37 PM |





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**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:**9/8/2020

**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:**9/8/2020

**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

9/3/2020 - 10:21  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**9/8/2020

**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

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9/3/2020 - 10:26  
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