AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, September 6, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Pastor Fredrick Thompson, Tabernacle Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   August 30, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Neva Rogers for a waiver of the Noise Ordinance at Spanish Plaza on October 10, 2022, from 8:00 a.m. - 12:00 p.m. (District 2).

   Request of Wayne Bumpers for a waiver of the Noise Ordinance on S. Reed Avenue on October 15, 2022, from 6:00 p.m. - 10:00 p.m. (District 2).

   Request of India Andrews Hartman for a waiver of the Noise Ordinance at Public Safety Memorial Park on November 19, 2022, from 11:00 a.m. - 5:00 p.m. (District 5).
10. **PUBLIC HEARINGS**

    Public hearing to consider adoption of the 2022-2023 General Fund, Capital Improvements Fund and Convention Center Fund budgets.
11. **PRESENTATION OF PETITIONS AND OTHER**

COMMUNICATIONS TO THE COUNCIL

Elizabeth Chiepalich - Request the City's support for the homeless in Tillman's Corner.

Jaubrki Dickerson - Propose business structure to brings jobs and educational programs.

Ronald Hunt - Budget ideas for next fiscal year.

Walter Moorer, Jr. - Lack of enforcement of the noise ordinance.

Cedric Myles - Why isn't Harmon-Thomas Rec. Center included in the All-Star After School program?

12. CIP RESOLUTIONS HELD OVER

21-738 Authorize contract with Southern Earth Sciences, Inc., for 2022 CIP City Wide Resurfacing; $160,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

13. RESOLUTIONS HELD OVER

01-739 Authorize agreement with AVENU Insights & Analytics, LLC to help the City identify and collect sales/use tax and delinquent license revenue (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Revenue Dept.).

08-740 Approve purchase order to Global Industrial Equipment for cooling fans for Municipal Garage; $19,248.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-741 Approve purchase order to Varsity Brands Holding Company, Inc. for football goal posts and soccer goals for Dog River/Crawford Parks; $18,132.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-742 Approve purchase orders for fuel for Wave Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-743 Approve purchase order to Traliant Holdings, Inc. for online training services; $29,366.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-744 Appropriate $1,500,000.00 in the Rebuild Alabama Special Revenue Fund for the TIGER/Dr. MLK Jr. Ave./Broad Street project (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Jennifer Greene & Rebeca Christian).

21-745 Authorize contract with Newman's Medical Services, Inc. for deceased

body transport services (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-746 Authorize contract with EMS Management and Consultants, Inc. for emergency medical services billing and support (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

21-747 Authorize contract with Rob't J. Baggett for oil/water separator replacement for Municipal Garage; $205,940.00 (ponsored by City Council and Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

37-748 Approve a Certificate of Public Convenience and Necessity to Drop Off Transit to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-749 Authorize Settlement Agreement and Release of Claims; Thompson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-750 Authorize intergovernmental agreement with Mobile County, Alabama for the development and expansion of the Mobile County Sportsplex (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. CONSENT RESOLUTIONS BEING INTRODUCED

37-751 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License for Saturdays at the Coop; Cooper Riverside Park (sponsored by Councilmember Carroll).

37-752 Recommend approval to the ABC Board for issuance of a Retail Beer (Off Premises Only) Table Wine (On/Off Premises) License to Mobile Oriental Market; 480 Azalea Road (sponsored by Councilmember Daves).

37-753 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II (Package Store) License to One Stop Shop; 1218 Hillcrest Road (sponsored by Councilmember Jones).

58-754 Assess Cost for removal of weeds, Repeat Weed Lien Group 56.

60-755 Determine an appropriation to Gemini Studioz Empowerment serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-756 Determine an appropriation to The U. J. Robinson Memorial Center, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-757 Determine an appropriation to Senior Citizens Services, Inc., d/b/a VIA!, serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-758 Determine an appropriation to State Street Community Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-759 Determine an appropriation to Country Club Estates Neighborhood Association serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Dept.).

60-760 Determine an appropriation to Sugar Creek Homeowners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-761 Determine an appropriation to American National Red Cross serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-762 Authorize agreement with Uniti Fiber, LLC for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-763 Authorize agreement with Alabama Power for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-764 Authorize agreement with Spire-Gulf for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-765 Authorize agreement with Comcast Cable Communication of Alabama for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-766 Authorize agreement with Centurylink Communications, LLC for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-767 Authorize agreement with A T & T Alabama for McGregor Ave. widening; Airport Blvd. to Dauphin St. (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-768 Approve purchase order to Routeware, Inc. for garbage collection management system; $21,030.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-769 Approve purchase order to Galls, LLC for body-armor carrier-vests for

MPD; $20,553.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-770 Approve purchase order to Siteone Landscape Supply for irrigation controllers, sensors, cartridges & cabinets for various City parks; $19,720.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-771 Approve purchase order to CDW Government, LLC for Apple iPad Pro tablets and cases; Parks & Rec. Dept.; $27,998.67 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-772 Approve purchase order to Asplundh Tree Expert, LLC for tree and tree-limb removal on Dauphin St.; Forestry Dept.; $109,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-773 Approve purchase order to Insight Public Sector for desktop computers; MPD; $38,827.10 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-774 Approve purchase order to Graybar Electric Co., Inc. for decorative street lighting poles and fixtures; Traffic Engineering Dept.; $40,111.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-775 Approve purchase order to Struthers Recreation, LLC for benches, trash receptacles and picnic tables for various City parks; $108,038.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-776 Approve purchase order to CDW Government, LLC for network cameras with mounts; MPD; $25,470.55 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-777 Adopt the 2022-2023 General Fund, Capital Improvements Fund, and Convention Center Fund budgets (sponsored by Mayor Stimpson).

25-778 Accept temporary construction easement Miscellaneous Drainage - Group B (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. & Carleen Stout-Clark, Real Estate Dept.).

60-779 Authorize Settlement Agreement and Release of Claims; Cox (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-780 Authorize Settlement Agreement and Release of Claims; Moore (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-781 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Medevac Alabama, Inc. to operate an ambulance

service (scheduled for September 20, 2022).

41-782 Call for public hearing to rezone property located at 712, 716 and 718 Dauphin Island Parkway, from R-3 and B-3 to R-3 (District 2) (scheduled for October 4, 2022).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/31/2022 - 11:20 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 1:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Rogers	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 1:37 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Neva Rogers
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-327-1548 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 597 Davidson St.

Telephone No. 251-327-1548 E-mail address rogersneva@yahoo.com

Location or address of event where amplification will be used:
Spanish Plaza

Date of Event: 10/10/22 Starting Time: 8am Ending Time 12pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding

Do you plan to sell alcohol at this event? ____ YES X NO

Music containing obscene language or profanity is prohibited

CITY CLERK DEPARTMENT
2022 AUG 31 PM 4:16

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Bumpers	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 1:39 PM

CITY CLERK DEPARTMENT
2022 AUG 26 AM 10: 14

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: D. Wayne Bumpers
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 895-0617

Organization (if applicable) _____

Mailing Address of Applicant 28 S. Reed Ave. Mobile, 36604

Telephone No. _____ E-mail address dbumpers@southalabama.edu

Location or address of event where amplification will be used:

South Reed Avenue

Date of Event: 10-15-22 Starting Time: 600 pm Ending Time 10:00 pm

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Block Party

Do you plan to sell alcohol at this event? _____ YES __X__ NO

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hartman	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 1:40 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: India Andrews Hartman
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2514044287

Organization (if applicable) _____

Mailing Address of Applicant 900 Downtowner Blvd Apt 565

Telephone No. 2514044287 E-mail address peculiargeneration2018@gmail.com

Location or address of event where amplification will be used:
Public Safety Memorial Park

Date of Event: 11/19/2022 Starting Time: 11 am Ending Time 5pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: community outreach event

Do you plan to sell alcohol at this event? _____ YES x NO

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 AUG 31 PM 2:39

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/18/2022
notice	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/18/2022 - 12:40 PM

41- **2022**

R E S O L U T I O N

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

Adopted:

_____
City Clerk

Notice of Public Hearing

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 23, 2022, a public hearing will be held on September 6, 2022, at 10:30 a.m., to consider adoption of the 2022-2023 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama.

The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

Lisa C. Lambert,
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Chiepalich	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 2:22 PM

CITY CLERK DEPARTMENT

2022 AUG 26 AM 8:35

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Elizabeth Chipalich Date: 8/26/22

Address: 1860 Government St. Mobile, AL 36607

Phone: 251.510.8888 Email ewc1961@yahoo.com

Date to Address City Council: 9/06/22

Subject (must be completed): Homelessness in Tillman's Corner. The need for City's support for the Non-Profits that are trying to put a dent in the crisis.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Dickerson	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 2:25 PM

CITY CLERK DEPARTMENT
2022 AUG 30 AM 10:30

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Jaubriki Dickerson Date: 8-30-2022

Address: Waterfront Mission

Phone: 251-753-1019 Email jaubrickid@gmail.com

Date to Address City Council: September 6, 2022

Subject (must be completed): To present Petition For Business Structure For Urban Development To Bring Jobs into the poorest communities and educational programs for the troubled youth

Specific Questions: 1. Can City Officials Meet to determine a "Plan of Action" in partnering with Seeds Dat Grow?

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hunt	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 2:26 PM

CITY CLERK DEPARTMENT

2022 SEP -1 AM 9:38

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Ronald Hunt Date: 9/01/22

Address: 7 North fulton St. Apt A Mobile, AL 36607

Phone: 251.644.0594 Email ronaldhunt2011@comcast.net

Date to Address City Council: September 6, 2022

Subject (must be completed): Budget Ideas for the next fiscal year

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Moore	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 2:27 PM

CITY CLERK DEPARTMENT
2022 AUG 26 AM 9:02

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Walter Moorer Jr Date: 08-26-2022

Address: 411 Chin ST Mobile, AL 36610

Phone: 251-307-2924 Email ora0127@gmail.com

Date to Address City Council: ~~Aug-30-2022~~ or Sept-06-2022

Subject (must be completed): Noise Ordinance, Sec: 39-96.1 it is unlawful for any person to use amplification which exceeds 85 decibels during the hours of 6:00am until 10:00pm or which exceeds 50 decibels from 10:00pm until 6:00am

Specific Questions: The City has a ordinance and the Police is not enforcing it? at night why the Noise Ordinance do not apply to Nosea Weaver at 1920 Bay Bridge Cutoff Rd.

Signature: Walter Moorer Jr

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 2:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Nick Amberger, P.E., City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, Williams Carroll, C. J. Small, Ben Reynolds, Joes Daves, Scott Jones, Gina Gregory

Purpose and Scope of Project:

To accept a contract with Southern Earth Sciences, Inc.

Amount of Contract:

$160,000.00

Funding Source

Project # RSF22 **Discretionary Funds**

Project String 2000200048030 **Contract Number:**3963

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Laboratory Testing	Cover Memo	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/25/2022 - 12:34 PM
Capital	Rhodes, Brenda	Approved	8/25/2022 - 1:33 PM
Legal	Kern, Chris	Approved	8/25/2022 - 2:29 PM
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:38 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 CIP City Wide Resurfacing; COM Project #2022-3005-02 (D1-7)

PROJECT #: RSF22 **DATE OF RECEIPT**_____

PROJECT DESCRIPTION: Laboratory Testing

CONTRACT AMOUNT: $160,000.00

VENDOR NAME: Southern Earth Sciences, Inc.

VENDOR NUMBER: 195545

DEPT #: 3005 **DEPT NAME:** Engineering

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ **N** X; 5% of the 1st 50% _ ____ or If different, indicate special rate_____

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

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

Prepared by: LaShey Williams **Date** 8/25/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J.Small, Ben Reynolds, Joel Daves, Scott Jones, & Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Southern Earth Sciences, Inc.

Project Name: 2022 CIP City Wide Resurfacing (D1-7) COM Project #2022-3005-02

Estimated Cost: $160,000.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This contract, made and entered into this _____ day of _____, 2022, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "CITY", and **Southern Earth Sciences, Inc.** hereinafter called the "LABORATORY", WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** - An engineering company **(Sawgrass Consulting, LLC)** employed by the CITY to perform professional engineering services for the Project.

(d) **COUNCIL** - Mobile City Council

(e) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

(f) **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

(g) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

(h) **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, and/or drainage facility included in the City of Mobile Improvement Project – **2022 CIP City Wide Resurfacing**

Project No. – **2022-3005-02**

(i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

(j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Sawgrass Consulting, LLC)** to perform engineering services for the PROJECT.

(k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(l) **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

(m) **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS (Prior to Start of Construction):

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The City will furnish blue prints of the plan-profile sheets when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the City Engineer and Consultant showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the

centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The Geotechnical and Materials Engineer shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In

general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be

prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

(a) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report test results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each

300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion

calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACT SERVICES

Construction Phase Services – A sum not to exceed **$151,000.00 (One Hundred and Fifty One Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

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

30. E-VERIFY:

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

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2) Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

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

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

3) General Aggregate Limit shall apply on a "Per Project" Basis.

(c) Automobile Liability Insurance:

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

(d) Excess/Umbrella Liability Insurance

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

(e) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

32. ANTI-DISCRIMINATION:

LABORATORY shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all entities performing work for the City of Mobile not

discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

33. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

SOUTHERN EARTH SCIENCES, INC.

By: William Lewis Copeland, Jr

Print: William Lewis Copeland, Jr

Its: President

Address: 6352 Piccadilly Square Drive
Mobile 36609

Telephone: 251 379 3901

STATE OF ALABAMA
CITY OF MOBILE

I, Penny Boulton, a Notary Public in and for said State and County, hereby certify that William Lewis Copeland, whose name as President of Southern Earth Sciences, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 23rd day of August, 2022.

Penny Boulton
NOTARY PUBLIC

PENNY L. BOULTON
My Commission Expires
June 7, 2026

My Commission Expires:

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

2022 CIP City Wide Resurfacing
PROJECT No. -2022-3005-02

Source of Funding: 2022 CIP

The estimated project construction cost is: $10,062,169.24

Construction Phase Services - Not to Exceed Amount - $151,000.00

Additional Services - Not to Exceed Amount - $9,000.00

The Total laboratory contract cost shall not exceed: $ 160,000.00

CITY DISTRICTS: Districts 1, 2, 3, 4, 5, 6 and 7

EXHIBIT 'B':

FEE SCHEDULE AND SUMMARY OF HOURLY RATES

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

I. FIELD INVESTIGATION

Soil Test Borings

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Soil Test Borings by ASTM D 1586 with Standard Penetration Test intervals of five feet in soil.

From surface to 50 feet	$ 14.00/L.F.
50 to 75 feet	$ 15.00/L.F.
75 to 100 feet	$ 16.00/L.F.
100 to 150 feet	$ 20.00/L.F.
From 150 feet	Special Quote
Standard Penetration Tests (SPT) in excess of one every five feet	$15.00/test
CASING	$6.00/L.F.
STANDPIPE PIEZOMETER (1 inch)	$ 15.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	$50.00/each
SHELBY TUBE SAMPLES (ASTM587)	$75.00/each
SOIL BORINGS USING MANUAL EQUIPMENT	$3000.00/day

Other Charges

DIFFICULT MOVING OR ACCESS	$250.00/hour
TEST LOCATION SET-UP	$250.00/hour
STAND-BY	$250.00/hour
LODGING AND SUBSISTENCE (per crew member)	$200.00/day
EQUIPMENT RENTAL	Cost + 15%
DOUBLE RING INFILTROMETER TEST (ASTM D3385 – at existing grade)	$1,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	$1,500.00/each
SUCONTRACT UTILITY LOCATION SERVICES	$1,500.00/ls
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (Pontoon or Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote
SUBCONTRACT SERVICES	Cost + 15%

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

Effective January 1, 2022

Cone Penetrometer Testing (CPT)

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Cone Penetrometer Soundings using truck-mounted equipment in accordance with ASTM D 5778. Soil Test Borings using track-mounted equipment in areas not accessible to truck rig, **add $1.00 to the rates below.**

CPTu SOUNDINGS per ASTM D5778	$10.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	$20.00/L.F.
CASING	$7.00/L.F.
SET-UP PER LOCATION	$75.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
CPT DAY RATE	$4,000.00/day
CPT GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
CPT GROUTING (bentonite pellet to cave in depth)	$50.00/each
STAND-BY (including dissipation testing)	$300.00/hour
REPORTING (CPT Log Drafting and Transmittal)	$50.00/each
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at $0.080/mile.** There is a two (2) hour minimum charge.

STANDARD RATE	$65.00/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	$90.00/hour
ASPHALT TESTING TECHNICIAN (at Lab)	$75.00/Hour
OVERTIME RATE	1.5 X Standard Rate

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)		$125.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)		$150.00/each
Aggregate Bases	Add	$250.00/each
Heavy Clay Soils	Add	$250.00/each
SOIL/BASE CLASSIFICATION		$100.00/each
Aggregate Bases	Add	$75.00/each
CURING & TESTING CONCRETE CYLINDERS		$60.00/Set of 4
(SESI Made Samples)		$75.00/Set of 5
		$90.00/Set of 6

SOUTHERN EARTH SCIENCES

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

Effective January 1, 2022

CURING & TESTING CONCRETE CYLINDERS (Contractor/Client Made Samples Delivered to Lab)	$50.00/each
SUBCONTRACT SERVICES	Cost + 15%

IV. PILE TESTING SERVICES

STATIC PILE LOAD TEST (Compression, Tension, Lateral) *Piling contractor to provide ram, jack, operator and reaction frame.	$2000.00 /each
HIGH STRAIN DYNAMIC TESTING (PDA)	
Data Acquisition	$2500.00/Per Visit
Reporting & CAPWAP Analysis	$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)	
Data Acquisition (up to 10 piles)	$1,500.00/day
Reporting & Analysis	$500.00 ls + $75.00/pile
Thermal Integrity Testing (TIP) of Auger-Cast Piles and Drilled Shafts	
Data Acquisition (for instrument and/or tech)	$1,200.00/day
Reporting & Analysis	$500.00 ls + $75.00/pile
Thermal Instrumented Wires (add 5 ft to length of pile)	$7.50/ft

V. LABORATORY SERVICES

ATTERBERG LIMITS (ASTM D 4318)	$75.00/each
MOISTURE CONTENT (ASTM D 2216)	$8.00/each
SPECIFIC GRAVITY (ASTM D 854)	$75.00/each
GRAIN SIZE ANALYSIS (Soils)	$45.00/each
HYDROMETER plus GRAIN SIZE ANALYSIS	$90.00/each
NO. 200 WASH	$30.00/each
AASHTO SOIL CLASSIFICATION TESTING	$100.00/each
ORGANIC CONTENT	$30.00/each
UNIT WEIGHT (Wet or Dry)	$20.00/each
UNDISTRUBED SAMPLE PREPARATION	$25.00/each
UNCONFINED COMPRESSION TESTS (ASTM D 2116)	
With Stress-Strain Curve	$75.00/each
With Compressive Strength only	$50.00/each
REMOLD SAMPLE (to testing add)	$25.00/each
DIRECT SHEAR TEST	Special Quote
SWELL TEST	$300.00/each
CONSOLIDATION TEST	$300.00/each
CALIFORNIA BEARING RATIO	$750.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (three point)	$200.00/each
PERMEABILITY	
Constant Head (Rigid Wall)	$75.00/each
Falling Head (Rigid Wall)	$95.00/each
Constant Head (Flexible Wall)	$325.00/each

SOUTHERN EARTH SCIENCES

SPECIAL HANDLING HAZARDOUS WASTE SOIL SAMPLES	Special Quote
PERMEABILITY (HAZARDOUS PERMEANTS)	Special Quote

VI. ENGINEERING SERVICES

Charges will be made at the following rates for time spent by engineers/geologists in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meeting and consultation as pertained to the practice of geotechnical engineering, environmental consultation or construction testing. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services. Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER	$100.00/hour
PROFESSIONAL ENGINEER	$125.00/hour
SENIOR PROFESSIONAL ENGINEER	$150.00/hour
PRINCIPAL ENGINEER	$175.00/hour
ENVIRONMENTAL TECHNICIAN	$90.00/hour
DRAFTSMAN (regular time)	$75.00/hour
SECRETARIAL SERVICES (regular time)	$60.00/hour

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of $0.575 per mile. Over eight hours per day, holidays, Saturday and Sunday work will be charged at the standard rates times 1.50.

EXHIBIT 'C':

E-VERIFY, INSURANCE & CERTIFICATIONS

SOUTEAR-02 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2022

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

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

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Rachel Hutto
PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No):
E-MAIL ADDRESS: rhutto@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : Acceptance Indemnity Insurance	20010
INSURER C : Great Midwest Ins	18694
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Earth Sciences, Inc.
6352 Piccadilly Square Dr
Mobile, AL 36609

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab Inc X XCU Invluded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO593900110	2/1/2022	2/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP593900210	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	EMM0000696 01	2/1/2022	2/1/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC593900010	2/1/2022	2/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			AE-GM-0000201-01	2/1/2022	2/1/2023	Per Claim	3,000,000
C	Pollution Incident			AE-GM-0000201-01	2/1/2022	2/1/2023	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2022 CIP City Wide Resurfacing, Project No. 2022-3005-02

City of Mobile is named as additional insured on a primary and noncontributory basis as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract

CERTIFICATE HOLDER
City of Mobile
205 Government Street
Mobile, AL 36644-1300

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

AUTHORIZED REPRESENTATIVE
David J Dueck

ACORD 25 (2016/03)

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EXHIBIT 'D':

SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

OR

REQUEST OF WAIVER OF DBE GOAL

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2022-3005-02 Current Date 8 /18 /22

Project Description 2022 CIP City Wide Resurfacing

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a Geotechnical Engineering contract for a materials testing technician to be at the asphalt suppliers' lab during production and the opportunity to utilize a subconsultant really does not exist.

Contract Not to Exceed $160,000.00

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 8/18/2022 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) **(Title)** **(Date)**

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Donna G. Bryars, Revenue Director

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize a tax revenue enhancement agreement with AVENU Insights & Analytics LLC for collections of sales/use tax and delinquent license revenue

Amount of Contract:

30% of revenue collections

Effective Date of Contract:

8/30/2022

Funding Source

Project # Tax Revenue Enhancement Agreement Sales/Use Tax Discovery/Recovery Administration

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for agreement with AVENU Insights & Analytics LLC	Resolution Letter	8/17/2022
Tax Revenue Enhancement Agreement Sales/Use Tax Discovery/Recovery Administration	Backup Material	8/17/2022

REVIEWERS:

Department Reviewer	Action	Date

Revenue	Bryars, Donna	Approved	8/24/2022 - 10:41 AM
Budget	Holt, Robert	Approved	8/24/2022 - 2:29 PM
Mayors Office	Barber, James	Approved	8/25/2022 - 3:15 PM

2022

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS the City of Mobile desires to enter an agreement with AVENU Insights & Analytics LLC, to help the City identify and collect sales/use tax and delinquent license revenue, with fees paid on a percentage of funds collected; and,

WHEREAS, the City Council of the City of Mobile finds and determines that said Agreement and expenditure serves a public purpose;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the attached Tax Revenue Enhancement Agreement Sales/Use Tax Discovery/Recovery Administration between the City of Mobile and AVENU Insights & Analytics, LLC, or one worded substantially the same, for the identification and collection of sales/use tax and delinquent license revenue, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D017\P005\00109912.doc

Tax Revenue Enhancement Agreement
Sales/Use Tax Discovery/Recovery Administration

This agreement made by and between AVENU Insights & Analytics, LLC and City of Mobile, an Alabama CITY ("CITY").

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
   i. Analysis of two or more municipal lists. These lists could include: current sales tax data, property tax lists and telephone directories at least once a year.
   ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
   iii. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.

2. Taxpayer Remittance: Taxpayers will remit payments to City of Mobile, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the P.O. Box for City of Mobile payments. CITY will be responsible for renewals. AVENU will provide a list to CITY.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CITY.

6. Notification, Reporting to CITY: AVENU will provide CITY with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY'S account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.

2. AVENU, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, county, or municipal governing authority.

3. Consideration for Discovery/Recovery Services:
   i. AVENU Fee for Discovery/Recovery Services: AVENU will receive thirty percent (30%) of discovery/recovery revenue collected by AVENU.
   ii. AVENU fee for copies of forms: AVENU will receive an amount equal to $3.00 per form mailed or faxed to the CITY per the request of the CITY. AVENU will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.
   iii. AVENU fee for Direct Payments: AVENU will receive thirty percent (30%) of discovery/recovery revenue received and deposited by the City, which is a result of AVENU collection efforts.

4. Audit Services:

   i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. AVENU Fee: AVENU will receive an amount based on an hourly rate of seventy-three dollars ($73.00) for audit services, without any contingent fees whatsoever. The fees associated with the auditing portion of this contract will increase by 3% each anniversary year of the effective date.

      1. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

      2. Shared Audit Fees: When audits for CITY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:

         a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

         b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

            i. Audit Time: time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

            ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.

5. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.

6. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence **June 1,2022**.

7. Term of the Agreement: This Agreement shall be for a term of one (1) year following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.

8. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU'S fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU'S invoices therefore in accordance with the terms of this Agreement.

9. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising out of negligence, wrongful actions or breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, and liabilities relating to negligence of the City with respect to its collection of sales, use and other taxes , including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, Section A (3), above, and any refunding related thereto.

10. Limitation of Liability: AVENU, its employees, contractors, directors, affiliates and/ or agents shall not be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits whether liability is asserted in contract or tort. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no even exceed an amount equal to $400,000.00. Nothing in this Agreement shall be deemed to constitute, either as to AVENU or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statute and case law otherwise available to the City.

11. Draft Prepared by AVENU: Any ambiguity in this Agreement, except those changes to the AVENU draft by the City, shall be construed against AVENU as the Party that drafted the ambiguous language.

12. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

13. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

14. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

15. Intellectual Property Rights: To the extent AVENU creates any Work Product (as defined herein) in the course of its services under this Agreement, Work Product shall be and remain the property of the City. "Work Product" shall mean all materials, data, writings (including excel, power point, emails, letters, etc.) documentation, data compilations, presentations, reports, and other materials produced in connection with AVENU's performance under this Agreement, including, without limitation, intellectual property rights therein. AVENU agrees that to the full extent permitted under applicable law, all Work Product shall constitute "works made for hire" (as such term is defined in 17 USC Section 101) for the City. AVENU shall have no right to retain any Work Product following the termination of the Agreement.
16. Insurance- AVENU shall retain and maintain continually in full force and effect during the term of this agreement general liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence, and professional liability insurance in the amount of Five Million Dollars ($5,000,000) with an insurance company authorized to do business in the State of Alabama, having an A.M. Best Rating of A or higher, to cover any claim against AVENU arising under the terms of this agreement, with a provision of thirty (30) days' notice to be provided to the City prior to cancellation, termination or revocation of such insurance, and with the City as an additional insured. AVENU shall provide the City with certificates of insurance or copies of policies for any insurance required under this agreement.

17. Confidentiality of Tax Information – AVENU shall not print, publish or divulge to any unauthorized party any information or data in any form or format supplied by the City or secured under the terms of this Agreement and shall act in compliance with all current and future federal, state and local laws and regulations concerning confidentiality of tax information, including, but not limited to, the Taxpayer's Bill of Rights. It is incumbent upon

AVENU to insure all of its principals, officials, and employees comply with the confidentiality provisions required herein.

18. No Third Party Beneficiaries- This Agreement is not intended to confer any benefits to any person, corporation or entity that is not a party to this Agreement.

19. Non Discrimination – AVENU shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 13-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

20. Immigration Law Compliance- By signing this contract, the contracting parties affirm, for the duration of the agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

21. Anti-Boycotting- AVENU agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

22. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

23. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC	**City of Mobile**
By: Carl Kumpf	By: _____
Name: Carl Kumpf	Name: _____
Title: CFO	Title: _____
Date: 7/13/2022	Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

July 12, 2022

Donna Bryars
Revenue Director
City of Mobile
PO Box 1827
Mobile, AL 36633

Dear Ms. Bryars:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Mobile			100%	Sales/Use Tax Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

AVENU Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Client Relations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Lis Feliciano
Client Relations Manager
AVENU
213.246.2445 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

	City of Mobile	**AVENU Insights & Analytics, LLC**
By:	_____	_____ Carl Kumpf
	Name:	Name:
	_____	CEO
	Title:	Title:

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Business Owner/ Manager:

The City of Mobile AL has contracted with AVENU (Revenue Discovery Systems) to perform collection services for sales/use tax taxes on the City's behalf. AVENU helps the City ensure that all businesses pay their fair share of sales/use tax.

AVENU, as the City's authorized representative, is bound by the same confidentiality as the City's own employees. Any information provided to AVENU will be used solely for the purpose(s) of this collection contract.

We ask that you extend your full cooperation to AVENU, and we thank you in advance for doing so. If you have any questions, please contact AVENU directly at 855-219-4336, or by email at dresupport@avenuinsights.com.

Your cooperation is greatly appreciated during this process.

Sincerely,

_____ Date: _____

Donna Bryars
Revenue Director
City of Mobile

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industrial Equipment for 4 evaporating cooling fans for the municipal garage.

General fund.

Amount of Contract:

$19,248.40

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220824 Global Agenda Package POs	Cover Memo	8/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11852	2022	(2050) FLEET MANAGEMENT-GARAGE	4 EVAPORATIVE COOLING FANS FOR MUNICIPAL GARAGE (SEALLED BID 5716)	$19,248.40	(273315) GLOBAL INDUSTRIAL EQUIPMENT

Adopted:

_____
City Clerk

Bill To	Requisition 00011852-00 FY 2022
MUNICIPAL GARAGE	PO 22013299
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

Vendor	Ship To
GLOBAL INDUSTRIAL EQUIPMENT	MUNICIPAL GARAGE
2505 MILL CENTER PKWY	770 GAYLE STREET
SUITE 100	
	MOBILE, AL 36604
BUFORD, GA 30518	IRBY@CITYOFMOBILE.ORG
	Delivery Reference
Tel#770-822-5600	DORIS IRBY
Fax 770-962-3777	
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	273315				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5716 AND QUOTE BY WILLIAM H. ROSE III.			
001	FAN EVAPORATIVE COOLING 8 SPEED 110V 85 GALLON TANK POWER BREEEZER FAN PB10-MAX-1B	4.00 EACH	4812.10000	19248.40
	Additional Description Notes			
	QUOTING: PORTACOOL PB10-MAX-1B.			
	Vendor Item			
	Inventory Item/Loc 18111			
1	1000.40.20.2070.2050.2070.0000.0000.45050.			19248.40
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DORIS IRBY			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			

Requisition Link

Requisition Total 19248.40

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

Bill To	Requisition 00011852-00 FY 2022
MUNICIPAL GARAGE	PO 22013299
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

Vendor	Ship To
GLOBAL INDUSTRIAL EQUIPMENT	MUNICIPAL GARAGE
2505 MILL CENTER PKWY	770 GAYLE STREET
SUITE 100	
	MOBILE, AL 36604
BUFORD, GA 30518	IRBY@CITYOFMOBILE.ORG
	Delivery Reference
Tel#770-822-5600	DORIS IRBY
Fax 770-962-3777	
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	273315				FLEET MANAGEMENT-GARAGE

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45050.		19248.40	77873.36
FLEET MANAGEMENT EXP	REPAIR PARTS		

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	JAMES NEESE JR	GL Allocation changed
Approved	06/30/22	KINA ANDREWS	
Approved	06/30/22	JAMES DELAPP	Auto approved by: 910515803
Approved	08/24/22	KINA ANDREWS	Auto approved by: 910518527
Approved	08/24/22	JAMES DELAPP	
Approved	08/24/22	MARC VASSALLO	Auto approved by: 910518527
Approved	08/24/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/24/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/24/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/24/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/24/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

	REQ# 11852						
BID # 5716 POWER BREEZER FAN 19/AUG/2022		GLOBAL EQUIPMENT CO. (GLOBAL INC)	GULF COAST MARINE SUPPLY	TECHNOLOGY INTERNATIONAL INC	UNIFIRE INC	WW GRAINGER	
PORTABLE AIR CURTAIN MISTING FAN TITAN MAX PB10-MAX-1B		$4812.10	$5890.00	$6100.00	$5128.40	$5000.00 +$139.00 FREIGHT	STATED WILL ONLY HOLD PRICES UNTIL 31 DEC 2022
4 EACH							
STATED PRICES TO BE HELD FIRM UNTIL 6 MONTHS FROM DATE OF AWARD							

SEALED BID

Do Not Return Via Email or Fax

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: en Buyer: 007

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:
08/05/2022	5716	Municipal Garage	770 Gayle St, Mobile, AL 36604

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM., Friday, August 19, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
4 each	**POWER BREEZER FAN** The City of Mobile requests bids for a Portable Air circulator Misting Fan Power Breezer Titan Max PB10-Max-1B or equal Make: _____ Model_____ Oscillation, includes intergrated water container of 85 gallons, 10" locking wheels and 7" casters, 2 year warranty, wind range up to 100 ft, variable atomized cooling control, 1 HP motor, must be OSHA Complaiant, ERL Certified, MIL-STD 810G Certified, up to 65,600 BTU/h, 29.64" WIDE, 45.38" DEPTH 110v or 220v					
	TOTAL					

Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for five (5) more six (6) month periods.

The price quoted is to be a delivered price F.O.B. Mobile.

Sign and return this bid

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be good for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) more six(6) month periods.

All prices quoted are to be delivered prices F.O.B Mobile
If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS

					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed 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 ensure 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:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Varsity Brands Holding Company Inc for football and soccer goal posts.

CIP.

Amount of Contract:

$18,132.36

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220824 Varsity Agenda Package POs	Cover Memo	8/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
12684, 12689	2022	(2012) PARKS MAINTENANCE	FOOTBALL GOAL POSTS FOR DOG RIVER/CRAWFORD PARKS, SOCCER GOALS FOR PARKS (SEALED BID 5713)	$18,132.36	(20087) VARSITY BRANDS HOLDING COMPANY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012684-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5713			
001	SET OF FOOTBALL GOAL	1.00	5489.36000	5489.36
	POST//CRAWFORD PARK	EACH		
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0714 .OPERSUPPLS. .			5489.36
	Ship To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
	Delivery Reference			
	CATHY HANKINS			
	Deliver To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
002	ALUMAGOAL; SGA400	2.00	3256.00000	6512.00
		EACH		
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00012684-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0714 .OPERSUPPLS. .			6512.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

003	WHEEL KIT FOR ALUMAGOAL, SCGWHLXX	2.00 EACH	321.28000	642.56
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0714 .OPERSUPPLS. .			642.56

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

Bill To	Requisition 00012684-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC BSN SPORTS LLC PO BOX 7726 DALLAS, TX 75209-0726 Tel#800-227-7404 Fax 972-884-7270	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			

Requisition Link

Requisition Total 12643.92

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

Account			Amount	Remaining Budget
E C0714	.OPERSUPPLS.	.	12643.92	7377.68

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	12643.92	77873.36

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	SANDRA LEWIS	GL Allocation, GL Allocation,
Approved	07/15/22	DANIEL OTTO	
Approved	08/24/22	DANIEL OTTO	
Approved	07/15/22	BRENDA RHODES	
Approved	07/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/24/22	BRENDA RHODES	
Approved	08/24/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/24/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/24/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	08/24/22	DONALD ROSE	Auto approved by: 910518227
Approved	08/24/22	SANDRA LEWIS	
Approved	08/24/22	JOHN PAINE	Auto approved by: 910518227
Approved	08/24/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Bill To	Requisition 00012684-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012689-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607
	Delivery Reference
	CATHY HANKINS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5713			
001	1 SET FOOTBALL GOAL POST//DOG RIVER,	1.00 EACH	5489.36000	5489.36
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS. .			5489.36

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Requisition Link

Requisition Total 5489.36

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

Bill To	Requisition 00012689-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607
	Delivery Reference
	CATHY HANKINS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E C0737 .OPERSUPPLS. .		5489.36	8190.52

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	5489.36	77873.36

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	SANDRA LEWIS	Requisition item removed chang
Approved	07/15/22	BRENDA RHODES	
Approved	07/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/23/22	BRENDA RHODES	
Approved	08/23/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/23/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/23/22	SANDRA LEWIS	
Approved	08/24/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	08/24/22	DONALD ROSE	Auto approved by: 910518227
Approved	08/24/22	SANDRA LEWIS	
Approved	08/24/22	JOHN PAINE	Auto approved by: 910518227
Approved	08/24/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5713

RECREATIONAL ITEMS

VENDORS		BSN SPORTS LLC	PYRAMID SCHOOL PRODUCTS	BLISS PRODUCTS AND SERVICES, INC.	STRUTHERS RECREATION, LLC	GIFFEN RECREATION INC
Line	Items					
1	4" Classic Alumagoal 8' x 24' white, #SGA 400	$ 3,256.00	$ 3,868.99	$ 4,183.50	$ 5,678.00	$ 5,166.00
2	Soccer Goal Transport Wheels Set of 2 #SCGWHLXX	$ 321.28	$ 199.99	$ 209.00	$ 258.00	$ 219.00
3	High School Football Goalposts Set of 2 20' Yellow with Ground Sleeves	$ 5,489.36	$ 5,389.99	$ 6,179.00	$ 6,758.00	$ 10,324.00
	TOTAL OF BID	$ 9,066.64	$ 9,458.97	$ 10,571.50	$ 12,694.00	$ 15,709.00

SEALED BID

Do Not Return Via Email or Fax

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: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/29/2022	5713	Parks Department	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, August 19, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	RECREATIONAL ITEMS					
Qty 1 - 5	4" Classic Alumagoal 8' x 24' White, #SGA 400 Official size 8'H x 24'W x 3'D x 9'B. Meets NCAA, NFSHSA, and FIFA specs. Front Face is 4" round, powder coated custom aluminum extrusion for superior strength. Backstays are 2" round galvanized steel. Built-in net clip track with clips. Must include 4mm white nets and ground anchors. Make _____ Model _____					
Qty 1 - 5	Soccer Goal Transport Wheels (set of 2) #SCGWHLXX. Make _____ Model _____					
Qty 1 - 5	High School Football Goalposts (set of 2) 20' Yellow with Ground Sleeves. Meets NFSHSA specifications with 23' 4" Crossbar. 4 ½" OD main gooseneck with 5' offset with 4 1/2" OD Crossbar 2 3/8" OD uprights with 20' height. Make _____ Model _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods.

All items must meet requirements as per the attached specifications.

Literature and Specifications are required with bid.

Quote delivered pricing FOB.

All Items are to be compatible with existing equipment in use by the City of Mobile.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		Page 3 of 3					
		State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
		See reverse side of page 1 of Bid for instructions and conditions.					
		If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.					
		VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID.					
		TO BE AWARDED ALL OR NONE.					
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed 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 ensure 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:9/6/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for fuel for the Wave Transit.

Amount of Contract:
Total of all is $86,856.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220825 Agenda Package Wave Fuel POs	Cover Memo	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14256	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$28,952.00	(279229) PETROLEUM TRADERS CORPORATION
14257	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$28,952.00	(279229) PETROLEUM TRADERS CORPORATION
14258	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$28,952.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00014256-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7520.00 GALLON	3.85000	28952.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28952.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00014256-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 28952.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28952.00	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	JAMES NEESE JR	GL Allocation, GL Allocation,
Approved	08/23/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/23/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/23/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/23/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/23/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Bill To	Requisition 00014256-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014257-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7520.00 GALLON	3.85000	28952.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28952.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00014257-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 28952.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28952.00	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	JAMES NEESE JR	GL Allocation changed
Approved	08/23/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/23/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/23/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/23/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/23/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Bill To	Requisition 00014257-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014258-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7520.00 GALLON	3.85000	28952.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28952.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00014258-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

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

Requisition Link

Requisition Total 28952.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28952.00	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
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Approved	08/23/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/23/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/23/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/23/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Bill To	Requisition 00014258-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

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

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

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

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

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

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

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

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

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

Final

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

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

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

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

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

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

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

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

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

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

Final

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

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

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

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

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

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

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

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

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

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

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

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

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

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

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

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

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

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

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

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

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

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

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

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

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

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

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

Final

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

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

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

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

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

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

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

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

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

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

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

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

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

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

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

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

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

Final

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

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

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

Approved: Michael A. Jones

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification Pursuant to Act no. 2006-557

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

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

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

Ordering Process:

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

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

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

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

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

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

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

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

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

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

Fuel report:

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

*Excludes State and Federal Holidays.

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

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

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

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

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

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

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

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

Quantity:

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

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

Specifications, Samples, Protocols, Analysis Reports:

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

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

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

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

Bad Fuel:

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

Pricing:

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

Delivery time frame:

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

Delivery Slip:

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

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

Credit application or other forms:

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

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

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

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

Assignment of contract:

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

Contract period:

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

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

Non-appropriation of funds:

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

Proration:

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

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Traliant Holdings Inc for Code of Conduct online training services for City employees.

General fund.

Amount of Contract:

$29,366.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220825 Traliant Agenda Package POs	Cover Memo	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14363	2022	(0535) OFFICE OF PROF RESPONSIBILITY	CODE OF CONDUCT ONLINE TRAINING SERVICES FOR CITY EMPLOYEES (PROFESSIONAL SERVICE)	$29,366.00	(297983) TRALIANT HOLDINGS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released Page 1

Vendor	Ship To
TRALIANT HOLDINGS INC 1600 ROSECRANS AVE 4TH FL MEDIA CENTER MANHATTAN BEACH, CA 90266 Tel#323-925-4097	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
001	Implementation Services - one time fee as per your quote. To include: (i)the importing of employee data; (ii)importing a company logo; (iii)attachment of policy and/or link to policy (where applicable); (iv)customize certificate with client's logo and client-supplied signature; (v)HRIS Integration (vi)Single Sign-On (SSO) Integration (vii)SMS Text Message Integration; and (viii)customization of assignment and reminder messages, including calendar integration.	1.00 EACH	2595.00000	2595.00
1	1000.10.90.9000.9000.9000.0000.0000.42200.			2595.00

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released Page 2

Vendor	Ship To
TRALIANT HOLDINGS INC 1600 ROSECRANS AVE 4TH FL MEDIA CENTER MANHATTAN BEACH, CA 90266 Tel#323-925-4097	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
002	Level 1 Customization - as per your quote, to include: (i)replace CEO introduction video with a customer supplied video (ii)edits of Viewer Twitter and Email (FAQ) questions (iii)modify acknowledgement text (iv)Add or remove episodes (v)Map Customer's Code of Conduct to course Table of Contents (vi)Delivery timeframe is 30 to 45 days from receipt of deliverables.	1.00 EACH	1295.00000	1295.00
	1 1000.10.90.9000.9000.9000.0000.0000.42200.			1295.00
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602			
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602			
003	One year training license - as per	2200.00	11.58000	25476.00

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released Page 3

Vendor	Ship To
TRALIANT HOLDINGS INC 1600 ROSECRANS AVE 4TH FL MEDIA CENTER MANHATTAN BEACH, CA 90266 Tel#323-925-4097	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
	your quote. To include: (i) Access to Traliant's proprietary online training course(s) ("Programs"): Preventing Discrimination & Harassment, Code of Conduct Essentials, Preventing Discrimination & Harassment - Industrial/Manufacturing, which includes Traliant's proprietary software and content. The online Programs shall be made accessible to Customer via Traliant's Internet website located at lms. traliant.com. Access to Programs shall be provided via Traliant's third party hosting provider, Amazon Web Services (AWS). (ii) A limited, non-exclusive, non-transferable right to perform, display, and use Programs solely for Customer's own internal employee training purposes. Each licensed employee in Traliant's training-management system shall be allowed unlimited access to Programs within the Term of the Agreement included with your quote. (iii) Upon changes made to applicable state and/or federal training requirements pertaining to the Programs, Traliant shall	EACH		

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released Page 4

Vendor	Ship To
TRALIANT HOLDINGS INC 1600 ROSECRANS AVE 4TH FL MEDIA CENTER MANHATTAN BEACH, CA 90266 Tel#323-925-4097	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
	update the applicable Programs' content to accommodate those changes in the law affecting Programs' content; and, (iv) Traliant shall provide Customer reasonable access, either online or by telephone, to Traliant's customer support			
1	1000.10.90.9000.9000.9000.0000.0000.42200.			25476.00
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602			
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602			

Requisition Link

Requisition Total 29366.00

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

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42200.	29366.00	842279.41
CITY HALL OVERHEAD EXP PROFESSIONAL & TECHNICAL		

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released Page 5

Vendor
TRALIANT HOLDINGS INC
1600 ROSECRANS AVE
4TH FL MEDIA CENTER

MANHATTAN BEACH, CA 90266

Tel#323-925-4097

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602
zirlottk@cityofmobile.org

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Queued	08/25/22	SCOTT PROVINCE	Auto approved by: 910514396
Queued	08/25/22	REBECCA CHRISTIAN	Auto approved by: 910514396
Queued	08/25/22	LONA WHITLOCK	Auto approved by: 910514396
Pending		DONNA MICHELE STANLEY	Auto approved by: 910514396
Pending		DONALD ROSE	Auto approved by: 910514396
Pending		SANDRA LEWIS	Auto approved by: 910514396
Pending		JOHN PAINE	Auto approved by: 910514396
Pending		MICHAEL SPAFFORD	Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Nick Amberger, Jennifer Greene, & Rebecca Christian

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Scott Jones, Gina Gregory

Purpose and Scope of Project:

curb and gutter, inlets, and sidewalks and bike infrastructure

Amount of Contract:

$1,500,000.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
street redevelopment	Cover Memo	8/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/22/2022 - 2:15 PM
Accounting	Daniels, Bettye	Approved	8/23/2022 - 11:53 AM
Legal	Kern, Chris	Approved	8/23/2022 - 4:43 PM
Legal	Kern, Chris	Approved	8/23/2022 - 4:43 PM
Mayors Office	Barber, James	Approved	8/25/2022 - 2:44 PM

August 22, 2022

Dear Councilmembers:

The attached resolution and supporting information appropriates funds from the Rebuild Alabama Special Revenue Fund (Fund 4055) to Phase III and IV of the Broad Street Redevelopment project. Phase III includes improvements on Broad Street from the traffic circle at Canal Street to Baltimore Street and Phase IV includes improvements on Dr. Martin Luther King Avenue from Beauregard to the intersection of the Three Mile Creek Greenway Trail. The scope of this project includes curb and gutter, inlets, and sidewalks and bike infrastructure.

The reconstruction of the streetscape and roadway will be a significant improvement in traffic flow, aesthetics, and safety for pedestrian and cyclists along this corridor for the City of Mobile. Comprehensively, this project correlates with broader objectives for redeveloping the Broad Street corridor (e.g. Tiger Grant project) and fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area. At the terminus of this project section, the improvements will connect seamlessly to the Three Mile Creek Greenway Trail improvements for further pedestrian and cycling opportunities along the corridor.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

Nick Amberger, P.E.
City Engineer
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $1,500,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

New	TIGER/Dr. MLK Jr Ave./Broad St.	$1,500,000.00

ADOPTED:

_____

CITY CLERK

FY 2023 City Transportation Plan

City of Mobile, AL

Date Approved by the Council of the City of Mobile, AL: August ___, 2022

Date Amended by the Council of the City of Mobile, AL: (If Applicable)

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	Amount Expended exempt from Competitive and/ or Public Works Contracts	City Rebuild Alabama Funds	CRAF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
										Estimated Beginning Balance						$0.00
										Estimated Annual Revenue						$1,500,000.00
1	2018-3005-04	Dr. Martin Luther King Jr. Ave	30.7039	88.0720	30.6963	88.0546	X		1.19	Roadway Rehabilitation, Sidewalks, Signage, Striping and Signalization	**$8,500,000.00**	$750,000.00			CRAF	$750,000.00
2	2018-3005-05	Broad Street from Roundabout to Baltimore	30.6841	88.0529	30.6653	88.0560	X		1.30	Roadway Rehabilitation, Sidewalks, Signage, Striping and Signalization	**$8,200,000.00**	$750,000.00			CRAF	$750,000.00
											*Amount may be redistributed based on need between projects 1 and 2					
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						2.49	**Total CTP Estimated Costs**	**$16,700,000.00**	$1,500,000.00	$0.00	$0.00	**Total CRAF Remaining Estimated**	$0.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks _____

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
One-year contract, renewable for two additional one-year periods, for deceased body transport.

General fund.

Amount of Contract:
As needed, approxi $100,000.00 per year.

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/22/2022 - 3:50 PM
Legal	Kern, Chris	Approved	8/24/2022 - 12:48 PM
Legal	Kern, Chris	Approved	8/24/2022 - 12:48 PM
Mayors			8/25/2022 - 2:45

Office	Barber, James	Approved	PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Newman's Medical Services, Inc., for one-year, renewable for two additional one-year periods without further action by City Council, for deceased body transport services as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, NEWMAN'S MEDICAL SERVICES, INC. (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. To provide for the pick up of and the transport of deceased bodies.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only

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

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by

reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. **Notices:** Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Newman's Medical Services, Inc.
3500 Cottage Hill Road
Mobile, AL 36609

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

Donnie Newman, Its VP (title)

On behalf of NEWMAN'S MEDICAL SERVICES, INC.

8.19.2022 Date

State of Alabama

Mobile County

I, Maria Theresa Mason, a Notary public in and for said County and State, hereby certify that Don E. Newman, whose name is known to me, acknowledged before me on this the 19th day of August, 2022, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Maria Theresa Mason
Notary Public
My Commission expires on: April 29, 2025

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/13/2022	5706	Police	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM Friday, July 29, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

The City of Mobile requests bids for Deceased Body Transport per the following Specifications for a one (1) year period.

The Company shall promptly respond, on a daily twenty-four (24) hour basis to all calls from the Chief of the Mobile Police Department, or his duly authorized designee, for the pick up and transport of deceased bodies.

The Company that is awarded the bid should be able to arrive at the scene within thirty (30) minutes of receiving the request without the use of emergency warning devices. The Company shall closely monitor and maintain its vehicles so in no event shall response time be greater that thirty (30) minutes from the time of receiving the call from the duly authorized Police Department official to any point in the City of Mobile, or its police jurisdictions. To ensure compliance the company shall maintain a minimum of two (2) properly equipped vehicles outlined in this bid in the event one (1) vehicle is out of service or malfunctions as to ensure delivery of this service. The Company shall not under any circumstances use emergency warning devices in the transport of deceased bodies pursuant to this contract.

The Company that is awarded the bid should have personnel available on a twenty-four (24) hour a day, seven (7) days a week basis.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name Newman"s Medical Services

Typed Signature Donnie Newman

By [signature]

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 5					
	The company shall utilize basic life support (BLS) equipped vehicles (ambulance) that are fully compliant with state and local emergency transport vehicle standards dictated in Mobile Code of Ordinances Chapter 6, Article IV, Sec. 6-70. Standards of vehicle and equipment.					
	(a) All motor vehicles used for the purpose of providing ambulance service hereunder shall be designed and constructed to transport ill, sick, or injured persons in comfort and safety, and shall be maintained in clean, sanitary and first-class mechanical conditions at all times and comply with all applicable federal, state or local laws.					
	(b) All motor vehicles used for the purpose of providing ambulance service hereunder shall be equipped according to current federal, state and local standards as may be updated from time to time by the EPAB and the fire medic division of the fire department subject to approval by the fire chief.					
	The Company shall comply with Mobile Code of Ordinances Chapter 6, Article IV, Sec. 6-74. Use of emergency warning devices.					
	(b) After a private ambulance has responded to an apparent non-emergency call and arrived at the point of pickup, it shall be unlawful for the ambulance to proceed to the hospital or other destination with the use of emergency warning equipment except where serious medical conditions exist, such as in the case of category I or II patients. The fire department dispatcher however must be notified by the owner of the circumstances surrounding the call and the need to use emergency warning equipment upon the city streets.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Newman's Medical Services

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The Company shall maintain transport vehicles manned with a minimum of two (2) persons physically capable of moving the deceased bodies and fully equipped with the necessary equipment and resources including body bags to transport deceased bodies. All deceased transports shall require the use of a body bag.

The Company shall maintain appropriate records and data regarding the transport of deceased bodies pursuant to this agreement, including but not limited to the time the emergency call was received, from whom the call was received, the time of vehicle dispatch, the location of the deceased body, the time of arrival, the name of the deceased if known, the names of any witnesses at the scene, the time of transport, the site to which the body is transported, and at whose request, etc.

Prior to final acceptance the company that is the low bid shall make their vehicles available for inspection to the Mobile Police Department.

The City of Mobile requires that successful vendor provide capability for 2-way voice communication between each vehicle and the Mobile Police Department dispatcher. The voice communication may be either cellular telephone or 2-way radio.

The Company shall comply with federal, state, and local laws including but not limited to maintaining a current municipal business license. Successful company to comply with State of Alabama Code Section 22-19.

Company agrees to obtain, maintain, and keep current at least the following minimum insurance prior to commencing any work or receiving any payments therefore under this agreement:

General Liability-Premises/Operations:

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Newman's Medical Services

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Bodily Injury- $350,000 Each Person/ $500,000 Each Accident
Property Damage- $100,000 Each Occurrence or $500,000 Combined
Bodily Injury and Property Damage

Automobile Liability-Comprehensive Form (Including owned, non-owned, and hired vehicles)
Bodily Injury-$250,000 Each Person/$500,000 Each Accident
Property Damage- $100,000 Each Occurrence or $500,000 Combined
Bodily Injury and Property Damage

Workmans Compensation: Statutory

Professional Liability Insurance: $100,000 for projects from $250,000 to $1,000,000

Insurance must be with a company licensed and qualified to do business in the state of Alabama and certified by an agent licensed and qualified in the state of Alabama. The Company shall furnish proof of insurance in the minimum amounts specified, and shall furnish a certificate of insurance to the City of Mobile as a named insured which shall be kept on file in the office of the City Clerk. The City of Mobile shall receive not less than sixty (60) days prior written notice in the event of cancellation, reduction in coverage or non-renewal of this policy for any reason whatsoever.

The Company shall submit an invoice to the City of Mobile on a regular monthly basis.

For the purpose of competitive bidding, the award of this bid shall be based upon approximately 25-30 deceased bodies per month average.

There is no guarantee on the number of deceased bodies to be moved each year.

In the last 12 months, the City transported 310 deceased individuals.

A copy of the proposed contract with terms and conditions follows.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Newman's Medical Services

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

At the option of the City of Mobile, the awarded contract may be extended up to two (2) additional 1-year periods if price and conditions remain the same.

City of Mobile Business License Required. See Item 14 on reverse of Page 1.

Price per deceased transported including body bag: $350.00

THIS BID TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Newman's Medical Services

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

EXHIBIT B

NEWMMED-01 SEMCCCHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/8/2022

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

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

PRODUCER	CONTACT NAME: Christina Chandler	
AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: christina.chandler@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Insurance Company of Pittsburgh PA	19445
INSURED Newman's Medical Services Inc 3500 Cottage Hill Road Mobile, AL 36609	INSURER B : The Sheffield Fund	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			AMNUBP 0030154 00	2/9/2022	2/9/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Professional Liabili						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AMNUBP 0030154 00	2/9/2022	2/9/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			600-2022-12740-00	1/1/2022	12/31/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Mobile
Attn: John Payne
P.O. Box 1948
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

NEWMAN'S MEDICAL SVC INC/NEWMANS AMBULAN T5
3500 COTTAGE HILL RD
MOBILE, AL 36609

YEAR	LICENSE NO
2022	17600
ISSUED	**EXPIRES**
2/3/2022	12/31/2022

621910 AMBULANCE COMPANY AND SERVICES

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

NEWMAN'S MEDICAL SERVICES INC. T5
3500 COTTAGE HILL RD
MOBILE AL 36609

Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To NEWMAN'S MEDICAL SERVICES INC

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address:**3500 COTTAGE HILL ROAD**
MOBILE, AL 36609

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq.

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day, **June 14 2022.**

License Number 324

State EMS Director

Certificate No. **9194**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

EXHIBIT D

E-Verify

Welcome
Kim Newman

MENU

Company Information

Company Name
Newmans Medical Services INC

Company ID Number
536548

Doing Business As (DBA) Name
Newmans Medical Services INC

DUNS Number
--

Physical Location

Address 1
3500 Cottagehill RD

Address 2
--

City
Mobile

State
AL

Zip Code
36609

County
MOBILE

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
63081831

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
621 - AMBULATORY HEALTH CARE SERVICES

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 11/12/2019 12:16 PM

U.S. Department of Homeland Security

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve 3 year contract w/ EMS Management & Consultants to review and submit MFRD ambulance transport and patient treatment claims for payment to the City. Contractor to provide quality control & process improvement training. Contractor to charge City 5.5% of fees Contractor collects+ audit fees.

General fund (EMS enterprise account).

Amount of Contract:

Approx $210,000 per year

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 EMS Billing Agenda Package	Cover Memo	8/23/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/25/2022 - 9:36 AM
Legal	Kern, Chris	Approved	8/25/2022 - 10:43 AM

Legal	Kern, Chris	Approved	8/25/2022 - 10:44 AM
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and EMS MANAGEMENT AND CONSULTANTS, INC., in the amount of approximately $210,000 per year, for provision of billing support for ambulance transport and medical treatment services provided by the City of Mobile, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

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Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile

Project: Emergency Medical Services (EMS)
Billing and Support

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____ 2022 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and EMS MANAGEMENT AND CONSULTANTS, INC. (hereinafter "Provider"), a for-profit company organized under the laws of the State of North Carolina.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, the Billing and Support Services Agreement, which is attached to this

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Agreement and incorporated by reference herein. Additionally, both parties shall be bound by the attached Business Associate HIPAA and HITECH Agreement, found as **Exhibit B**. Should (i) any terms of those Exhibits and the terms of this contract conflict, the terms of this contract will prevail and (ii) this contract be silent as to any of the terms in the Exhibits, such terms in the Exhibits will prevail.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured,* and shall attach to this Agreement, as proof thereof and as **Exhibit C**, a certificate of insurance(s):

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. **Breach of Contract**: In the event of any breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach by Provider , then and in those events (subject to the expiration of any cure period applicable thereto), Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; only if said attorneys' fees and costs shall be incurred in connection with City's successful litigation with respect to such enforcement.

ARTICLE 4. **Indemnification:** Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the gross negligence, willful misconduct or fraud of Provider, its principals, directors, agents, servants or employees in the performance of this Agreement, for which the City becomes legally obligated to pay. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding relating in any way to Provider's indemnification obligations hereunder, Provider hereby agrees to pay all of City's reasonable costs of

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defense, including but not limited to all reasonable attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement. Provided further, however, that neither this Article, nor any other part of this Agreement, shall be deemed to constitute, either as to the Contractor or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time and in any other statutes and case law otherwise available to the City which may be raised in City's behalf in any action or proceeding arising out of this Agreement. Contractor specifically acknowledges that the City does not waive any immunity defenses or the applicability of the statutory damages cap.

ARTICLE 5. Entire Agreement: This Agreement (including the Exhibits attached hereto) is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. Provider shall possess and maintain a City of Mobile Business License.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any

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responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or by email to: Vendorinvoices@CityofMobile.org.

ARTICLE 11. Termination of Contract: This contract shall be for a term of **three years from the Effective Date**, The City or Provider may terminate the Agreement upon thirty (30) days' written notice. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Procurement Officer
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Provider shall be mailed to:

DocuSign Envelope ID: A39311DA-817D-4089-903E-1494B424A22E

EMS MC
EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

ARTICLE 14. Compliance with Alabama Immigration Law

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

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, EMS Management & Consultants, Inc.

DocuSigned by:
Jay Gyure
D4654ABACD10486...
_____, Its Chief Financial Officer
On behalf of Provider

8/1/2022
_____ Date

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

Exhibits: **A** Billing and Support Services Agreement
B Business Associate HIPAA and HITECH Agreement
C Certificate of Insurance

DocuSign Envelope ID: A39311DA-817D-4089-903E-1494B424A22E

Exhibit A

BILLING SERVICES AGREEMENT

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility

DocuSign Envelope ID: A39311DA-817D-4089-903E-1494B424A22E

to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare

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claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

i. Determining the accuracy or truthfulness of documentation and information provided by Client;

ii. Providing services outside the EMS|MC billing system;

iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

iv. Providing any service not expressly required of EMS|MC by this Agreement.

l. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or

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technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;

vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and

vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

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e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever

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a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to (5.50%) percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10^{th}) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20^{th} day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

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d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

5.1.1 Additional fee

Clinical Audit: PROVIDER shall provide quarterly audits of all clinical data associated with the sample population of trips to be charged at an annual fee of $5,500. Such fee will be included in its entirety in the first billing invoice of the contract year. The timing and format of such audits will be mutually agreed upon.

5.1.2 Optional fees

In addition to the billing only solution, the City may elect to purchase additional options at the following rates:

- CQI Auditing Price: $5.00 per Audited Chart.
- HIPAA Audit: - $22,000 package: On-site policy, system, process related HIPAA compliance. Assessment of safeguarding PHI within organization, similar to office of civil rights, review update BAA, NPP. The report findings of audit will be a comprehensive written evaluation of the environment, show gaps, best practices, address needs, review specific HIPAA compliance plan, plus video training is provided.
- $11,000 package: Same as above, but all assessments completed remotely and not on-site.
- $4,500 package: One day of HIPAA training on-site.

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6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on August 1, 2022 and shall thereafter continue through July 31, 2025 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause**. Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination**. Either party may terminate this Agreement immediately as a result of the following:

i. Failure of Client to make timely payments due under this Agreement;

ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or

iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

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and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

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e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality*. The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

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times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance*. The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

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11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

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f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may

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give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client,

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or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

City of Mobile, Alabama
City Attorney
205 Government Street
9th Floor, South Tower
Mobile, AL 36644

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

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e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	City of Mobile
By: DocuSigned by: Jay Gyure D4654ABACD10486...	By: _____
Print Name: Jay Gyure	Print Name: __William S. Stimpson
Title: _____	Title: ___Mayor
Date: 8/1/2022	Date: _____

Attest

_____
(City Clerk)

_____

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Exhibit B

Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____2022, by and between The City of Mobile hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of

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protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

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c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

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2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

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k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

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a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

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V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties**. Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

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b. **Survival**. The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment**. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor**. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances**. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information**. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement**. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

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IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:	**Covered Entity:**
EMS Management & Consultants, Inc.	**City of Mobile**
By: Jay Gyure (Docusigned by: D4654ABACD10486...)	By: _____
Print: Jay Gyure	Print: _William S. Stimpson
Title: CFO	Title: _Mayor
Date: 8/1/2022	Date: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2022

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

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

PRODUCER	CONTACT NAME: Willis Towers Watson Certificate Center
Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : The Hanover American Insurance Company	36064
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EMSMC Holdings, Inc
2540 Empire Drive
Suite 100
Winston Salem, NC 27103

COVERAGES **CERTIFICATE NUMBER:** W25513523 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		OD6-D673317-06	02/22/2022	08/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			OD6-D673317-06	02/22/2022	08/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			OD6-D673317-06	02/22/2022	08/23/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WZ6D673252-04	08/23/2021	08/23/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability, Where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Marc Vassallo, Senior Director of Public Services, Public Services Department

Sponsored by:

Mayor William S. Stimpson and Council Members Mr. Cory Penn, Mr. William Carroll, Mr. C.J. Small, Mr. Ben Reynolds, Mr. Joel Daves, Mr. Scott Jones and Ms. Gina Gregory

Purpose and Scope of Project:

Project number 2022-3005-05 Oil/
water Separator Replacement-Municipal Garage

Replacement of two (2) Oil/Water Separators at the City of Mobile Municipal Garage

Amount of Contract:

$205,940.00

Funding Source

Project # C0486 Facility Upgrade/ADEM Compliance — **Discretionary Funds**

Project String — **Contract Number:**3976

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Oil/Water Separator Replacement-Municipal Garage	Cover Memo	8/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	8/24/2022 - 4:29 PM
			8/25/2022 -

Legal	Kern, Chris	Approved	10:38 AM
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:39 PM
Legal	Kern, Chris	Approved	8/25/2022 - 10:38 AM

MOBILE
ALABAMA

OIL/WATER SEPARATOR REPLACEMENT-MUNICIPAL GARAGE

PROJECT NO. 2022-3005-05

BID DATE – AUGUST 3, 2022

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Council Members: Mr. Cory Penn, Mr. William Carroll, Mr. C.J. Small, Mr. Ben Reynolds, Mr. Joel Daves, Mr. Scott Jones, and Ms. Gina Gregory

WHEREAS, bids for Oil/Water Separator Replacement-Municipal Garage were received and opened on August 3, 2022.

WHEREAS, the Senior Director of Public Services has recommended award to the lowest bid meeting specifications from Rob't J. Baggett, Inc. in the amount of $205,940.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Rob't J. Baggett, Inc.

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

Name of Company: Rob't J. Baggett, Inc.

Project Name: Oil/Water Separator Replacement- Municipal Garage

Project Number: 2022-3005-05

Amount: $205,940.00

Adopted:

_____

City Clerk

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The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include Comprehensive General Liability Insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. The bidder must not be disqualified from bidding on ALDOT and/or MAWSS projects at the time of the Pre-Bid Conference.**

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

As listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1.06, in cases of joint venture, all parties to the joint venture must be licensed at the time the bid is submitted and each must have the proper classification for the project. Bid limits can be added together.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **Oil/Water Separator Replacement-Municipal Garage**, City of Mobile Project No. **2022-3005-05**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES July 6th, 13th AND 20th, 2022.

ITEM II
INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BIDS:**
Forms furnished shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. **LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:**
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. **SIGNATURE OF BIDDERS:**
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. **SPECIFICATIONS AND SCHEDULES:**
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. **CORRECTIONS:**
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. **OWNER:**

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. **GUARANTY AND INSURANCE:**
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount of bond $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. **BONDS AND INSURANCE:**
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. **MARKING AND MAILING BIDS:**
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Oil/Water Separator Replacement-Municipal Garage**, City of Mobile Project No. **2022-3005-05**, in the City of Mobile, Alabama".

10. **TIME FOR RECEIVING BIDS:**
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. **WITHDRAWAL OF BIDS:**
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. **BIDDERS PRESENT:**
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT and/or MAWSS projects at the time of the Pre-Bid Conference. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification per Section 230-x-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.

c. Contractor default under previous contracts with the owner.

d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.

e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.

f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

a. Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

b. Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

a. Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular

features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

b. General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained, or the Contract may be annulled.

22. REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. Description of Requirements

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude the cost of state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. General Procedures

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached revised proposal in submitting its base bid.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 08/03/2022

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: Oil/Water Separator Replacement-Municipal Garage
Project No: 2022-3005-05
Project Description: Replacement of two (2) Oil/Water Separators at the City of Mobile Municipal Garage
Major work items include: Demolition and Replacement

The Bidder further agrees to construct the improvements in **120** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Al 36633. In order to receive consideration, the request must be received before 12:00 p.m. on July 28, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	APPROXIMATE QUANTITY	ITEM with Unit Price Written in Words	UNIT BID PRICE	AMOUNT BID
1	1	DEMOLITION For Ten Thousand Dollars And 00 Cents per LUMP SUM	10,000	10,000
2	1	OWS-1 Fifty One Thousand For Fifty Four Dollars And 00 Cents per LUMP SUM	51,054	51,054
3	1	OWS-2 Fifty Four Thousand For Fifty Four Dollars And 00 Cents per LUMP SUM	54,054	54,054
4	1	New Pumps #1, #2, #3, & #4 Twenty Five Thousand For Seven Hundred Eighty Two Dollars And 00 Cents per LUMP SUM	25,782	25,782
5	1	Pipe/Fittings/Hoses/Etc. Six Thousand Eight For Hundred Dollars And 00 Cents per LUMP SUM	6,800	6,800

BASE BID

ITEM NO.	APPROXIMATE QUANTITY	ITEM with Unit Price Written in Words	UNIT BID PRICE	AMOUNT BID
6	1	Electrical Twenty Five Thousand For Seven Hundred Fifty Dollars And 00 Cents per LUMP SUM	25,750	25,750
7	1	Installation For Thirty Two Thousand Dollars And 00 Cents per LUMP SUM	32,000	32,000
8	1	Temporary Soil Erosion & Sediment Control For Five Hundred Dollars And 00 Cents per LUMP SUM	500	500
		TOTAL BASE BID		205,940

BASE BID

Total (All items listed in Proposal) $205,940.00

Written in words Two Hundred Five Thousand Nine Hundred Forty

Number of working days to complete 120 working days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 759 HOLCOMBE AVE MOBILE AL 36606

By ROB'T J. BAGGETT, INC. - ALABAMA

Signature of Bidder _____
(If a Corporation) CHARLES D. DICKS, JR., PRESIDENT

By _____
President
CHARLES D. DICKS, JR.
Print

Business
Address 759 HOLCOMBE AVE, MOBILE AL 36606

_____
Secretary
ALLAN R.CROW
Print

Business
Address 759 HOLCOMBE AVE, MOBILE AL 36606

_____
Treasurer
ALLAN R.CROW
Print

Business
Address 759 HOLCOMBE AVE, MOBILE AL 36606

(Corporate Seal)

ATTEST: _____
Secretary ALLAN R. CROW

Name of State under the Laws of which the Corporation was chartered:

AL 9777
State License Number

Corporate Seal

ACCOUNTING OF SALES TAX

To: City of Mobile **Date:** 08/03/2022

Name of Project: OIL/WATER SEPARATOR REPLACEMENT – MUNICIPAL GARAGE
Project Number: 2022-3005-05

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID TOTAL:	$ 85,000.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder ROB'T J. BAGGETT, INC. -ALABAMA

Mailing Address 759 HOLCOMBE AVE MOBILE AL 36606

***By (Legal Signature)** _____

*Name (type or print) CHARLES D. DICKS, JR. (Seal)

*Title PRESIDENT

Telephone Number 251-473-3290

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Rob't. J. Baggett, Inc.
(Name of Contractor)
759 Holcombe Avenue, Mobile, AL 36606
(Address)
as Principal, and Liberty Mutual Insurance Company
(Name of Surety)
175 Berkeley Street, Boston, MA 02116
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Oil/Water Separator Replacement-Municipal Garage, City of Mobile Project No. *2022-3005-05.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered July 20, 2022 (Date)

Rob't. J. Baggett, Inc.
(Contracting Firm)

CHARLES D. DICKS, JR., PRESIDENT

Witness as to Principal By: (SEAL)

ALLAN R. CROW, SECRETARY/TREASURER

Liberty Mutual Insurance Company (Name of Surety)

COUNTERSIGNED: Mark W. Edwards II

Alabama Resident Agent By Mark W. Edwards, II, Attorney-in-Fact & AL Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of July, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Rob't. J. Baggett, Inc.

_____ as Principal and Liberty Mutual Insurance Company

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Two Hundred Five Thousand Nine Hundred Forty and 00/100 Dollars ($ 205,940.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Oil/Water Separator Replacement-Municipal Garage which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

a. Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted, and judgment rendered thereon.

b. The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

c. The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

d. In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

e. This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Rob't. J. Baggett, Inc.

BY: _____

(Signature)

CHARLES D. DICKS, JR.

(Print)

ATTEST: _____

(Signature)

ALLAN R. CROW (Print)

ITS: SECRETARY

ITS: PRESIDENT

(Title)

Liberty Mutual Insurance Company

(Surety sign here)(Corporate name)

BY: _____

(Signature)

Mark W. Edwards, II

(Print)

ATTEST: _____

(Signature)

Anna Childress (Print)

ITS: Assistant Vice President

ITS: Attorney-in-Fact

(Title)

Corporate Seal

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Rob't. J. Baggett, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two Hundred Five Thousand Nine Hundred Forty and 00/100 dollars ($ 205,940.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Oil/Water Separator Replacement-Municipal Garage which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name)

Rob't. J. Baggett, Inc.

ATTEST: _____

(Signature)

BY: _____

(Signature)

ALLAN R. CROW (Print)

CHARLES D. DICKS, JR.

(Print)

ITS: SECRETARY

(Title)

ITS: PRESIDENT

(Title)

(Surety sign here)(Corporate name)

Liberty Mutual Insurance Company

BY: _____

(Signature)

ATTEST: _____

(Signature)

Mark W. Edwards, II

(Print)

Anna Childress (Print)

ITS: Attorney-in-Fact

(Title)

ITS: Assistant Vice President

(Title)

Corporate Seal

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ITEM VII
INSURANCE

A. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

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

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

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate o f Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

   a. Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

   b. Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

   a. Uncompleted work which, in the judgment of the City Engineering Department might hinder or prevent the prompt completion of additional work if awarded.
   b. Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
   c. Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

d. The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting and Major Supplier Plan must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer, if applicable.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety

measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. Omitted.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of Item No. 1, Demolition.

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for as a subsidiary obligation of Item 7, Installation and in accordance with Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for as a subsidiary obligation of Item 7, Installation and in accordance with Section 650 of the Standard Specifications.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. Omitted.

34. Omitted.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Omitted.

38. It is the sole responsibility of the Contractor to protect his/her equipment at all times. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. Omitted.

44. There shall be no adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the incidentals required to fulfill this requirement; any incidentals shall be a subsidiary obligation of Item No. 8, Temporary Soil Erosion & Sediment Control.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution. Payment will be made under Item No. 8, Temporary Soil Erosion & Sediment Control and in accordance with Section 665 of the Standard Specifications.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. Omitted.

50. Working hours will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets, and hard hats.

52. Omitted.

53. Omitted.

54. The Contractor shall ensure that the pavement surface meets the elevation at the tie in to existing elevation(s) so as to facilitate drainage and ADA compliance.

55. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

56. Omitted.

57. Omitted.

58. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

59. Omitted.

60. Omitted.

61. Omitted.

62. Omitted.

63. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month and a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

64. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

65. Omitted.

66. Basis of Payment:

A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment and incidentals for the item in place complete in every detail. There are no direct payments for caulking, clean-up, restoration of property, testing or other items of work necessary for the installation of the item except where specifically set forth hereinafter. All construction and materials shall be in accordance with the Standard Specifications, except as otherwise amended or specified herein.

67. General Specifications:

A. The following detail Specifications, taken in conjunction with the Drawings, describe the work to be performed by the Contractor. Construction shall be performed in accordance with standard industry practice.

B. Furnish all labor, equipment, materials, insurance, transportation, and incidentals required to remove two (2) existing oil/water separators and replace with two (2) new oil/water separators (OWS-1 & OWS-2). Disconnecting power to the existing oil/water separators, disconnecting water supply/discharge piping and complete removal of existing oil/water separators from the site. New oil/water separators (OWS-1 & OWS-2), shall be installed in the same location as the existing oil/water separators, installation of new piping/valves and reconnection of electrical power to the new oil/water separators.

C. OWNER assumes no responsibility for any conclusions, assumptions or interpretations made by the Contractor based on the information made available to it.

D. The word "Engineer" as it appears in this specification shall mean Cowles, Murphy, Glover & Associates, Inc. (CMG) or its designated representative. CMG shall also provide Quality Assurance services on behalf of the Owner. The word "Owner" as it appears in this specification shall mean the City of Mobile.

E. The contractor may have a small lay-down area in the facility, at a location approved by the Engineer. The staging area for all work shall be from the designated lay-down area. The contractor shall schedule the work and any outages around the owner's schedule, with the approval of the Engineer. The contractor shall clean the area and remove all excess materials from the site at the end of each day. The area shall be kept clean and orderly during the project.

F. The Contractor shall submit his complete plans and schedule for performing the work to the Engineer for approval prior to beginning demolition and replacement operations. The contractor's plans shall be furnished at his cost and expense for all work and equipment specified. They shall consist of such drawings as may be required for the prosecution of the removal of two (2) existing oil/water separators and installation of two (2) new oil/water separators (OWS-1 & OWS-2). All drawings shall be submitted to the Engineer in triplicate. Approval of these drawings by the Engineer does not relieve the Contractor of any responsibility.

68. Existing Oil/Water Separator #1 (OWS-1)

A. Existing oil/water separator (OWS-1) electrical panel shall be disconnected from existing electrical power feed.

B. Existing oil/water separator (OWS-1) shall be disconnected from diaphragm pump (Pump #1) and submersible pump (Pump #2), via cam and groove hose couplers located at the unit.

C. Diaphragm pump (pump #1) and submersible pump (Pump #2) shall be retained by the City of Mobile for future use.

D. Existing oil/water separator (OWS-1) shall be disconnected from existing drain pipe.

E. Existing oil/water separator (OWS-1) shall be removed. Contractor to dispose of oil/water separator (OWS-1) and existing hoses.

69. Existing Oil/Water Separator #2 (OWS-2)

A. Existing oil/water separator (OWS-2) electrical panel shall be disconnected from existing electrical power feed.

B. Existing oil/water separator (OWS-2) shall be disconnected from diaphragm pump (Pump #3) and submersible pump (Pump #4), via cam and groove hose couplers located at the unit.

C. Diaphragm pump (pump #3) and submersible pump (Pump #4) shall be retained by the City of Mobile for future use.

D. Existing oil/water separator (OWS-2) shall be disconnected from existing drain pipe.

E. Existing oil/water separator (OWS-2) shall be removed. Contractor to dispose of oil/water separator (OWS-2) and existing hoses.

70. New Oil/Water Separator #1(OWS-1)

A. Provide and install new oil/water separator (OWS-1) at the same location as the existing unit.

B. Provide and install new diaphragm pump (pump #1) and submersible pump (Pump #2).

C. Provide and install new flex hoses between the new diaphragm pump (pump #1) and the new submersible pump (pump #2) outlets and new oil/water separator (OWS-1).

D. Provide and install new pipes, fittings and valves to connect new oil/water separator to the existing drain pipe.

E. Provide and install new oil/water separator control panel with the required sequence of operation to have (OWS-1) function as designed.

F. Provide and install new conduit and conductors to connect new oil/water separator (OWS-1) control panel to existing electrical power feed.

71. New Oil/Water Separator #2 (OWS-2)

A. Provide and install new oil/water separator (OWS-2) at the same location as the existing unit.

B. Provide and install new diaphragm pump (pump #3) and new submersible pump (pump #4).

C. Provide and install new flex hoses between the new diaphragm pump (pump #3) and new submersible pump (Pump #4) outlets and new oil/water separator (OWS-2).

D. Provide and install new pipes, fittings and valves to connect new oil/water separator to the existing drain pipe.

E. Provide and install new oil/water separator control panel with the required sequence of operation to have (OWS-2) function as designed.

F. Provide and install new conduit and conductors to connect new oil/water separator (OWS-2) control panel to existing electrical power feed.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Rob't J. Baggett, Inc., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Oil/Water Separator Replacement-Municipal Garage
Project No: 2022-3005-05
Project Description: Replacement of two (2) Oil/Water Separators at the City of Mobile Municipal Garage
Major work items include: Demolition and Replacement

City of Mobile Project Number **2022-3005-05**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 205,940.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work.

The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are

required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Cowles, Murphy, Glover & Associates, Inc. (CMG).**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

INDEMNITY:

(17) The CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising form or in connection with CONTRACTOR's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the

CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

SOURCE OF FUNDS FOR PAYMENT:

(25) The source of funds for payment by City under this contract is City Funds. Said funds are on hand at the time of the execution of this contract.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY:_____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

Rob't J. Baggett, Inc (Print)

BY:_____

ITS PRESIDENT

Charles D. Dicks, Jr. (Print)

ATTEST:

_____

ITS SECRETARY

Allan R. Crow (Print)

Corporate Seal

_____

DATE

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore, the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes requires cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure.

8. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION

CITY OF MOBILE MUNICIPAL GARAGE



VICINITY MAP
N.T.S.



SITE MAP
N.T.S.

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CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm
PERFORMANCE • RELIABILITY • EXPERIENCE
Mobile, AL • LaGrange, GA • Arlington, TN
(251) 433-1611 • (706) 302-2831 • (901) 290-5444

PROJECT
CITY OF MOBILE
MUNICIPAL GARAGE
770 GAYLE ST, MOBILE AL.

BY	DATE
JWM	03/14/22
SHEET ____ OF ____	REV. 0
DRAWING NUMBER 4090-C0	

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, Inc.	INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 08/09/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Combined Inland Marine
Carrier: Lloyds Syndicate
Policy Term: 6/30/22 to 6/30/23
Policy No.: MIS0682985C

Limits of Liability:
Scheduled/Owned Equipment - as per schedule on file w/company
$500,000 Leased/Rented/Borrowed from others - Boom overload/overweight coverage included
$500,000 Equipment while waterborne

Deductibles:
2% of Values, Minimum 2,500 / except Cranes, 5% of Values min. 5,000 / $1,000 on Misc. & Employees Tools, 72 hour waiting period on rental reimbursement

Installation:
$5,000,000 Any One Job
$5,000,000 Temporary Off Site Storage
$5,000,000 Property In Transit
$5,000,000 Annual Aggregate - Flood
$5,000,000 Annual Aggregate - Earthquake

Deductibles:
$ 5,000 Per Occurrence Except
$25,000 Flood Minimum other than Named Storms
$25,000 Earthquake Minimum

Cargo: $250,000 Any One Conveyance
Temp Storage in Transit: $250,000
Deductible: $2,500 Per Occurrence

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CERTIFICATE NUMBER: LT5E35SC

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE MOBILE, AL 36606
Telephone	251-473-3290
E-Mail	KRISTINA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	2022-3005-05
Project Description	OIL/WATER SEPARATOR REPLACEMENT-MUNICIPAL GARAGE
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 170

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: _____ Date: 8-3-22

Title: PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: KRISTINA NUNNALLY Title: DOCUMENT CONTROL

E-mail:_ Phone: KRISTINA@RJBAGGETT.COM 251-366-4683

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2022-3005-05 Your Bid/Proposal Amount $ 205,940.00 Date: 8 / 3 / 22

Description OIL/WATER SEPARATOR REPLACEMENT-MUNICIPAL GARAGE

Name of Bidder/Proposer: ROB'T J. BAGGETT, INC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
MIKE HOFFMAN EQUIPMENT SERVICES, INC.	T 251-666-8994		79,000	38	NO	
HUGHES PLUMBING & UTILITY	251-476-5002	PIPING	24,000	12	YES	

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC.

Contact Person: CHARLES D. DICKS, JR. Phone 251-473-3290 Email KRISTINA@RJBAGGETT.COM

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

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

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	N/A	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	N/A	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CHARLES D. DICKS, JR. (affiant) who, being duly sworn says as follows:

President/CEO of ROB'T J. BAGGETT, INC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for ROB'T J. BAGGETT, INC. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said ROB'T J. BAGGETT, INC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 133278.

CHARLES D. DICKS, JR., PRESIDENT
CEO of ROB'T J. BAGGETT, INC.
ALABAMA

Sworn to and subscribed before me this the 3RD day of AUGUST, 20 22.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROB'T. J. BAGGETT, INC.
759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

Employment Eligibility Verification Policy & Procedure

Rob't J. Baggett, Inc. completes and retains a Form I-9 and E-verify (Effective July of 2008) for each individual we hire. The employee is required to present the required documents as per the I-9 form (a document from list A or one from List B and one from List C). These documents are examined for validity then this information is recorded on the I-9 form followed by completion of the E-verify process. We receive an instant confirmation as to whether the employee is eligible to work in the US.

See attached E-Verify Program for Employment Verification Memorandum of Understanding

E-Verify®
Employment Eligibility Verification

Welcome Kristina Nunnally | User ID KNUN1254 | Last Login 09:13 AM - 09/16/2013 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

View / Edit

Company Name: Robt. J. Baggett Inc.
Company ID Number: 133278
Doing Business As (DBA) Name:
DUNS Number:

Physical Location:

Address 1: 759 Holcombe Ave
Address 2:
City: Mobile
State: AL
Zip Code: 36606
County: MOBILE

Mailing Address:

Address 1:
Address 2:
City:
State:
Zip Code:

Additional Information:

Employer Identification Number: 630711622
Total Number of Employees: 100 to 499
Parent Organization: Robt. J. Baggett Inc.
Administrator:

Organization Designation:

Employer Category:

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION — View / Edit

Total Hiring Sites: 1 — View / Edit

Total Points of Contact: 3 — View / Edit

View MOU

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE): JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

DBE Utilization Report

ALABAMA UNIFIED CERTIFICATION PROGRAM

WAVE TRANSIT SYSTEM

HUNTSVILLE INTERNATIONAL AIRPORT
INTERNATIONAL INTERMODAL CENTER
JETPLEX INDUSTRIAL PARK

ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA STATE PORT AUTHORITY

BIRMINGHAM AIRPORT AUTHORITY

DISADVANTAGED BUSINESS ENTERPRISE

This is to Certify that

Hughes Plumbing & Utility Contractors , Inc.

Has been certified by the *Alabama State Port Authority*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 04-00975

Issuance Date: May 7, 2022

Renewal Date: May 7, 2023

Robert C. Harris, Jr.

Robert C. Harris, Jr., P.E.
Vice President
Environmental & Program Management

STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **9777**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ROB'T J BAGGETT INC

MOBILE, AL 36606

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, M-S: INDUSTRIAL PIPE WORK AND INSULATION, MU: MUNICIPAL AND UTILITY

until **November 30, 2022** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

178479

18th day of **October, 2021**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ATTACHMENT "D"

PROJECT CLOSEOUT CERTIFICATIONS, AFFIDAVITS & REQUIREMENTS

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2022-3005-05
PROJECT NAME: Oil/Water Separator Replacement-Municipal Garage

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2022-3005-05
PROJECT NAME: Oil/Water Separator Replacement-Municipal Garage

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

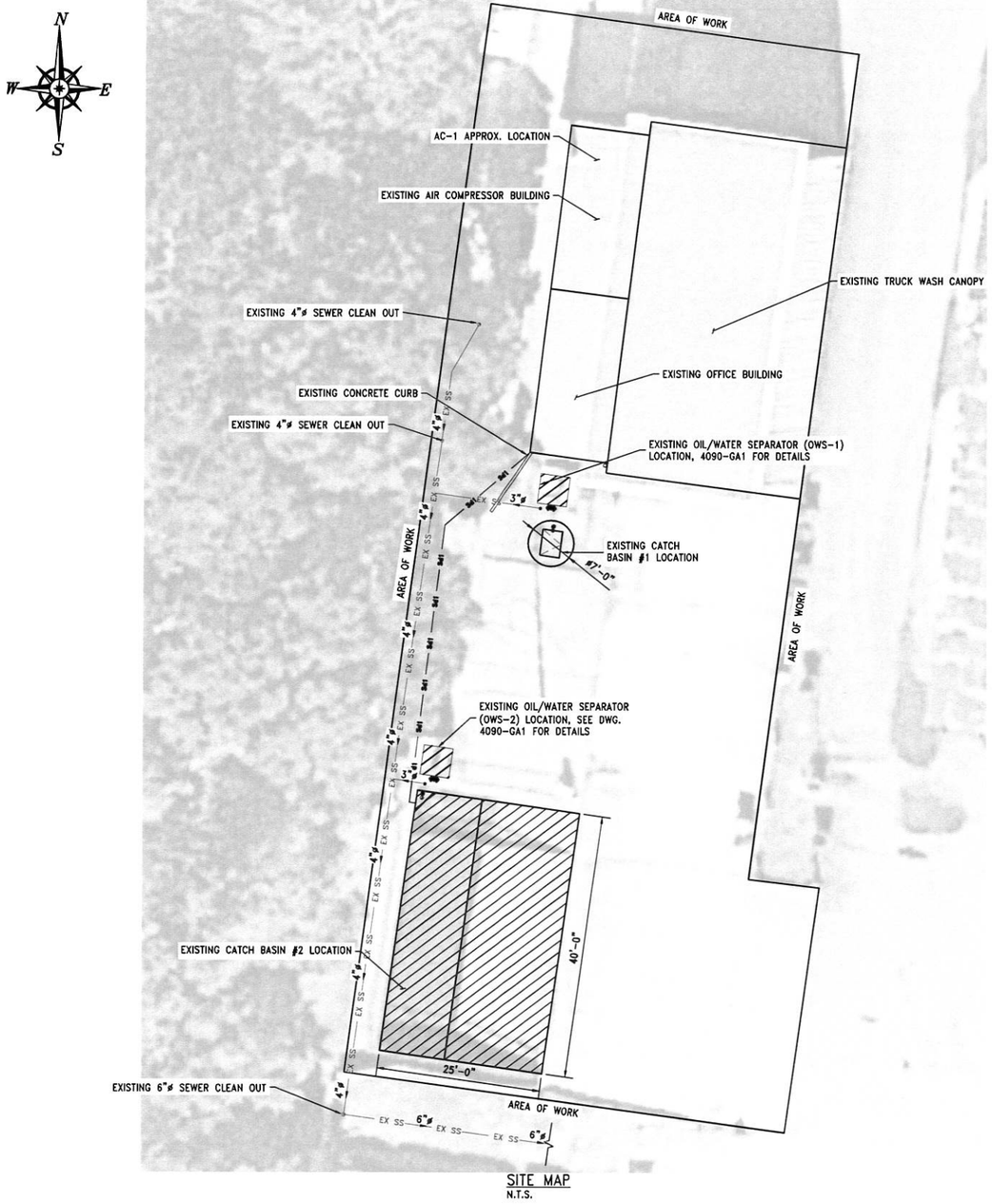
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

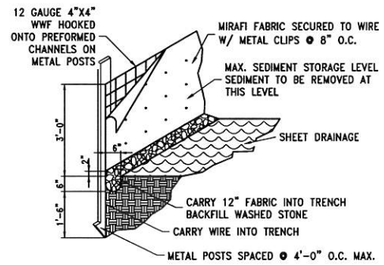
All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

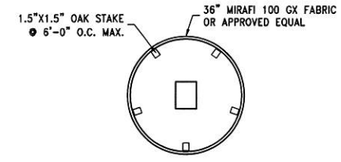
PROJECT DRAWINGS



SITE MAP
N.T.S.



SILT FENCE DETAIL (Sd1) — Sd1 —
N.T.S.



INLET SEDIMENT TRAP Sd2
N.T.S. TYPICAL AT ALL INLET STRUCTURES IF REQUIRED

EROSION AND SEDIMENT CONTROL NOTES

1. CONTRACTOR WILL PROTECT INLETS AND DRAINS FROM SEDIMENT DEPOSITS WITH INLET SEDIMENT TRAPS SECURELY TIED AND ANCHORED TO THE GROUND AS SHOWN ON THIS DRAWING. THE EXISTING SITE IS COMPLETELY DEVELOPED, GRADED AND OPERATIONAL.
2. THE EXISTING PERMANENT STORM WATER SYSTEM IS IN PLACE, AND WILL BE UTILIZED DURING CONSTRUCTION AND OPERATION OF THE NEW FACILITY.
3. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE IN OPERATION PRIOR TO GRADING.
4. SEDIMENT DEPOSITION CAUSED BY SHEET FLOW ACROSS PROPERTY LINES SHALL BE PREVENTED BY PLACING AND ANCHORING OF TEMPORARY SILT FENCE AS SHOWN ON THIS DRAWING. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED AS QUICKLY AS POSSIBLE, IN 10 DAYS OR LESS.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED DAILY AND REPAIRED IMMEDIATELY, IF DAMAGED.
6. TRENCHES, IF REQUIRED, SHALL BE BACKFILLED WITHIN 7 DAYS OF COMPLETION, TESTING AND ACCEPTANCE OF THE APPROPRIATE LINES.
7. THE CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES TO CONTROL RUN OFF VELOCITIES AND REDUCE EROSION. REFER TO THE ALABAMA HANDBOOK FOR EROSION AND SEDIMENT CONTROL, LATEST EDITION.
8. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
9. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
10. SLOPE THE SITE AS SHOWN ON DRAWINGS AND KEEP SILT FENCES IN GOOD WORKING CONDITION THROUGHOUT THE PROJECT DURATION.
11. EROSION CONTROL MECHANISMS SHALL BE INSPECTED DAILY TO ENSURE NO DEBRIS BUILDUP OCCURS, LIMITING THE FLOW OF STORMWATER, CAUSING STANDING WATER TO ACCUMULATE.
12. THE CONTRACTOR SHALL SIZE, INSTALL, AND MAINTAIN ADEQUATE CONTROLS FOR THE SITE. REFER TO THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, LATEST EDITION.
13. THE CONTRACTOR IS RESPONSIBLE FOR DAILY INSPECTION AND CONTINUED MAINTENANCE OF EROSION CONTROL ELEMENTS.
14. ANY DISTURBED AREA(S) MAY NOT REMAIN DENUDED LONGER THAN 10 DAYS.
15. TEMPORARY SOIL EROSION & SEDIMENT CONTROL PAY ITEM #8 INCLUDES COST ASSOCIATED WITH PURCHASING AND INSTALLATION OF SILT FENCE.

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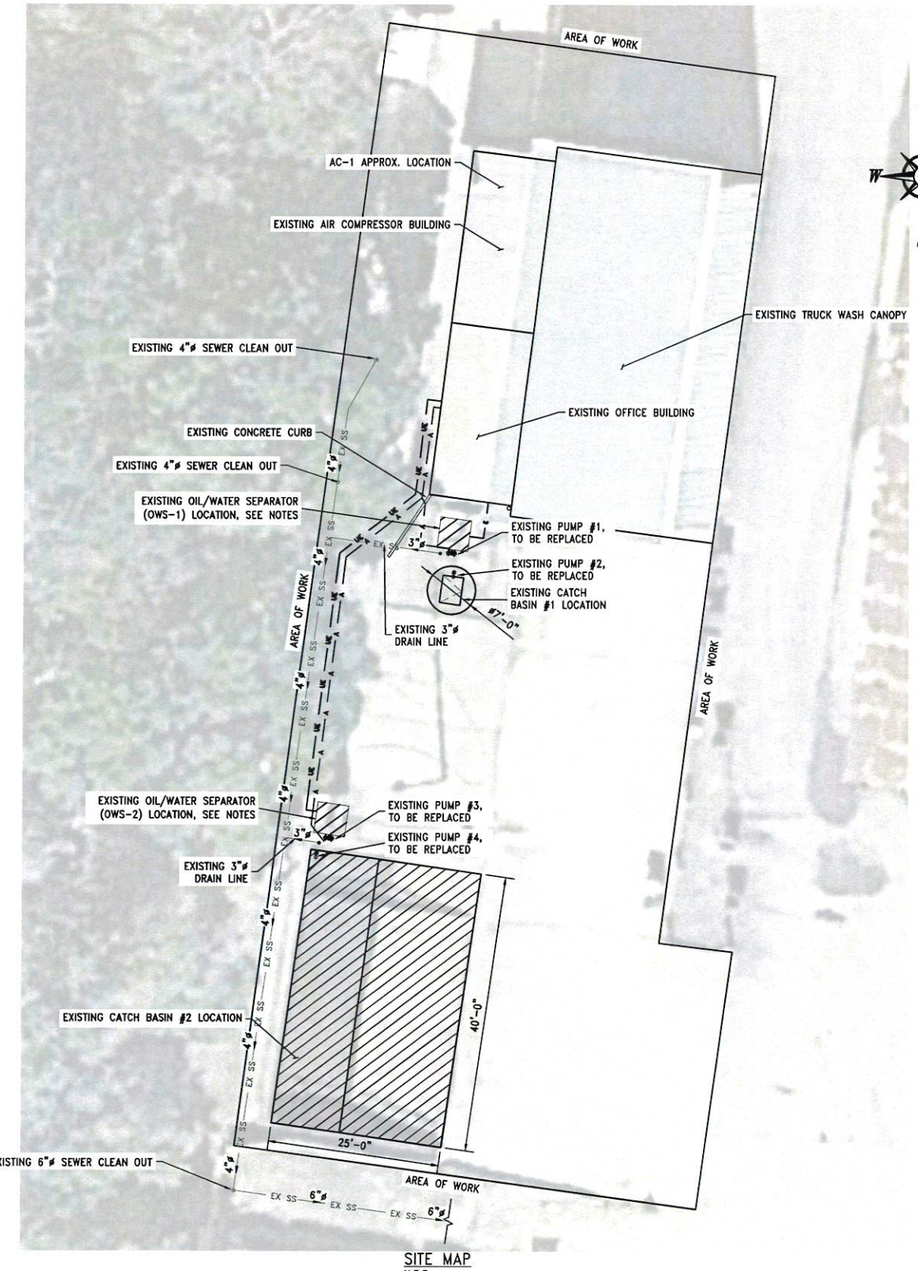
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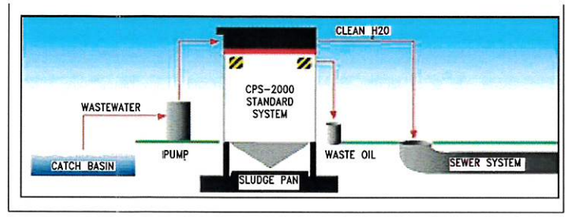
TITLE
EROSION CONTROL PLAN

SCALE	DRAWN BY	DATE	SHEET	REV.
AS NOTED	MAD	10/21/21	— OF — (22x34)	0
JOB NO. 4090-21	CHECKED BY PLG	DATE 10/21/21	DRAWING NUMBER 4090-C1	

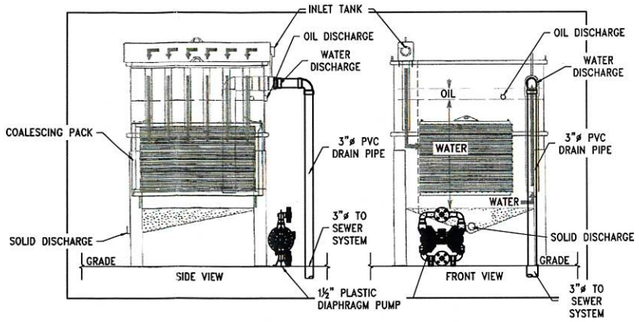


SITE MAP
N.T.S.

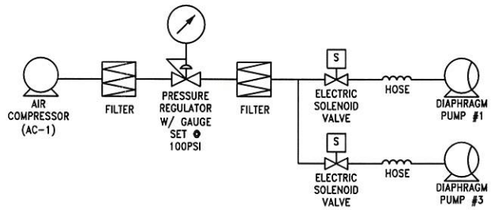
EXISTING COMPRESSED AIR — A — A —
EXISTING UNDER GROUND ELECTRIC — UE — UE —
EXISTING ELECTRIC — E — E —
EXISTING SEWER SYSTEM — EX SS — EX SS —



TYP. EXISTING OIL/WATER SEPARATOR SCHEMATIC
FOR INFORMATIONAL PURPOSES/REFERENCE ONLY



TYP. EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2)
FOR INFORMATIONAL PURPOSES/REFERENCE ONLY



EXISTING COMPRESSED AIR P&ID
FOR INFORMATIONAL PURPOSES/REFERENCE ONLY

EXISTING AIR COMPRESSOR MANUFACTURER INFORMATION				
AC-#	MANUFACTURER	FLOWRATE	PUMP MODEL #	SERIAL #
AC-1	QUINCY COMPRESSOR	35CFM @ 175PSI	QT-10	UTY710969

NOTES
1. FOR INFORMATIONAL PURPOSES/REFERENCE ONLY

EXISTING OIL/WATER SEPARATOR MANUFACTURER INFORMATION				
OWS-#	MANUFACTURER	FLOWRATE (GPM)	MODEL #	SERIAL #
OWS-1	CRAWFORD ENVIRONMENTAL CPS 2000	1 TO 25	MODEL LV	ILLEGIBLE
OWS-2	CRAWFORD ENVIRONMENTAL CPS 2000	1 TO 25	MODEL LV	ILLEGIBLE

EXISTING PUMP INFORMATION								
PUMP-#	LOCATION	MANUFACTURER	FLOWRATE (GPM)	HEAD (FT)	MODEL #	OPERATION	HP/V/A	COMMENT
1	BASIN #1	PLATING INTERNATIONAL, INC.	25	15	PI40 PP-PP/TF/TF/PP	AIR	N/A	SEE NOTE 1
2	BASIN #1	LIBERTY PUMPS	65	15	LE41AV	ELECTRIC	0.4/120/12	SEE NOTE 2
3	BASIN #2	PLATING INTERNATIONAL, INC.	25	15	PI40 PP-PP/TF/TF/PP	AIR	N/A	SEE NOTE 1
4	BASIN #2	LIBERTY PUMPS	50	15	LSG202A	ELECTRIC	2.0/240/15	SEE NOTE 2

GENERAL NOTES DEMOLITION

1. CONTRACTOR SHALL DISCONNECT EXISTING 1½"ø PLASTIC DIAPHRAGM PUMPS (PUMP #1 & #3) FROM EXISTING COMPRESSED AIR HOSE. DISCONNECT DIAPHRAGM PUMPS FROM OIL/WATER SEPARATOR (OWS-1 & OWS-2). CONTRACTOR TO REPLACE PUMPS #1 & #3 – SEE DWG. 4090-GA2. EXISTING DIAPHRAGM PUMPS (PUMP #1 & #3) TO BE RETAINED BY THE CITY OF MOBILE FOR FUTURE USE.
2. CONTRACTOR SHALL DISCONNECT EXISTING 1½"ø SUBMERSIBLE PUMPS (PUMP #2 & #4) FROM EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2). CONTRACTOR TO REPLACE PUMP #2 & #4 – SEE DWG. 4090-GA2. EXISTING SUBMERSIBLE PUMPS (PUMP #2 & #4) TO BE RETAINED BY THE CITY OF MOBILE FOR FUTURE USE.
3. CONTRACTOR SHALL DISCONNECT EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2) FROM EXISTING 3"ø DRAIN PIPE. CONTRACTOR TO INSTALL NEW SCH. 40 PVC TYPE PIPING – SEE DWG. 4090-GA2 FOR DETAILS
4. CONTRACTOR SHALL DISCONNECT, REMOVE AND DISPOSE OF ALL EXISTING FLEX PIPING AND ASSOCIATED FITTINGS FROM EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2). CONTRACTOR TO INSTALL NEW FLEX PIPING AND ASSOCIATED FITTINGS – SEE DWG. 4090-GA2
5. CONTRACTOR SHALL DISCONNECT, REMOVE AND DISPOSE OF ALL ELECTRICAL PANELS AND CONDUIT FROM EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2). CONTRACTOR TO INSTALL NEW CONDUIT AND ELECTRICAL DISCONNECT – SEE DWG. 4090-GA2
6. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2) AT A PERMITTED DISPOSAL LANDFILL FACILITY, IF APPLICABLE.
7. DEMOLITION PAY ITEM #1 INCLUDES ALL COST ASSOCIATED WITH DISCONNECTION OF ALL PUMPS, HOSES, PIPING, ETC. REQUIRED FOR REMOVING OF EXISTING OWS-1 AND OWS-2 AND ALL COST ASSOCIATED WITH DISPOSAL OF EXISTING OWS-1 & OWS-2.

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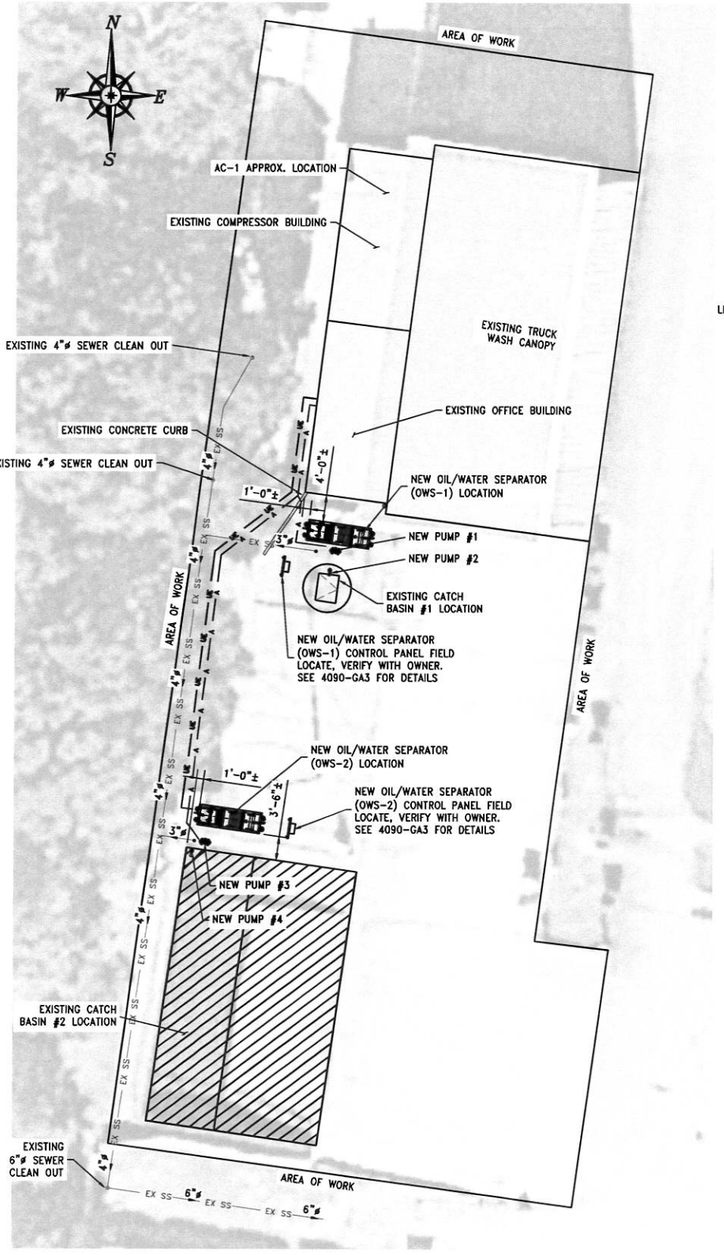
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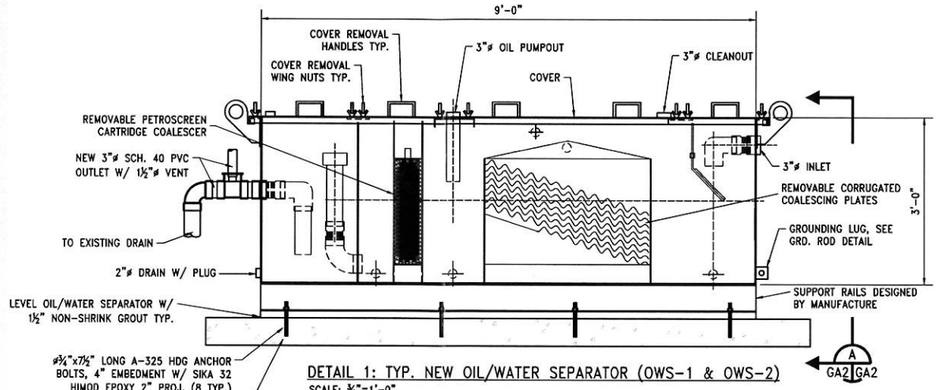
TITLE
EXISTING GENERAL ARRANGEMENT

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JOB NO. 4090-21	CHECKED BY JDG	DATE 10/21/21	DRAWING NUMBER 4090-GA1	



SITE MAP
N.T.S.

EXISTING COMPRESSED AIR — A — A —
EXISTING UNDER GROUND ELECTRIC — UE — UE —
EXISTING ELECTRIC — E — E —
EXISTING SEWER SYSTEM — EX SS — EX SS —



DETAIL 1: TYP. NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2)
SCALE: ¾"=1'-0"

NEW OIL/WATER SEPARATOR MANUFACTURER INFORMATION				
OWS-ø	MANUFACTURER	FLOWRATE (GPM)	MODEL #	INLET & OUTLET DIA.
OWS-1	HIGHLAND TANK	50 GPM	HTC 600	3"ø
OWS-2	HIGHLAND TANK	50 GPM	HTC 600	3"ø

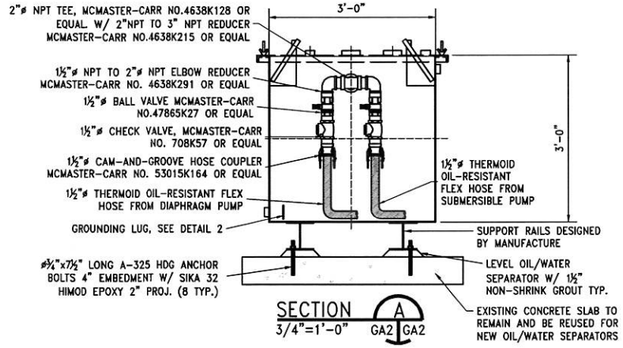
PUMP INFORMATION								
PUMP-ø	LOCATION	MANUFACTURER	FLOWRATE (GPM)	HEAD (FT)	MODEL #	OPERATION	HP/V/A	COMMENT
1	BASIN #1	VERSAMATIC OR APPROVED EQUAL	25	15	E40PP5T559A	AIR	N/A	NEW
2	BASIN #1	LIBERTY PUMPS OR APPROVED EQUAL	50	15	LSG202A	ELECTRIC	2.0/240/15	NEW
3	BASIN #2	VERSAMATIC OR APPROVED EQUAL	25	15	E40PP5T559A	AIR	N/A	NEW
4	BASIN #2	LIBERTY PUMPS OR APPROVED EQUAL	50	15	LSG202A	ELECTRIC	2.0/240/15	NEW

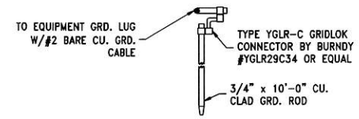
GENERAL NOTES
CONTRACTOR SHALL PROVIDE AND INSTALL NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2). NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2) SHALL BE PLACED AT THE SAME LOCATION AS THE EXISTING. **BASIS OF DESIGN: HIGHLAND TANK HTC 600 ALTERNATE MANUFACTURERS: OIL WATER SEPARATOR TECHNOLOGIES AND MERCER INTERNATIONAL INC, OR APPROVED EQUAL**

1. CONTRACTOR SHALL LEVEL NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2) WITH 1½" MIN. NON-SHRINK GROUT. SEE SPECIFICATION SECTION 91000.01.
2. CONTRACTOR SHALL INSTALL REQUIRED FITTINGS TO NEW OIL WATER SEPARATORS (OWS-1 & OWS-2) AS SHOWN.
3. CONTRACTOR SHALL CONNECT NEW 1½"ø PLASTIC DIAPHRAGM PUMP (PUMP #1) TO NEW OIL/WATER SEPARATOR (OWS-1). CONTRACTOR SHALL INSTALL NEW THERMOID OIL-RESISTANT FLEX HOSE BETWEEN THE DIAPHRAGM PUMP OUTLET AND OIL/WATER SEPARATOR.
4. CONTRACTOR SHALL CONNECT NEW 1½"ø SUBMERSIBLE PUMP (PUMP #2) TO OIL/WATER SEPARATOR (OWS-1). CONTRACTOR SHALL INSTALL NEW 1½"ø FLEX HOSE BETWEEN THE SUBMERSIBLE PUMP OUTLET AND OIL/WATER SEPARATOR.
5. CONTRACTOR SHALL CONNECT NEW 1½"ø PLASTIC DIAPHRAGM PUMP (PUMP #3) TO NEW OIL/WATER SEPARATOR (OWS-2). CONTRACTOR SHALL INSTALL NEW 1½"ø THERMOID OIL-RESISTANT FLEX HOSE BETWEEN THE DIAPHRAGM PUMP OUTLET AND OIL/WATER SEPARATOR.
6. CONTRACTOR SHALL CONNECT NEW 1½"ø SUBMERSIBLE PUMPS (PUMP #4) TO NEW OIL/WATER SEPARATOR (OWS-2). CONTRACTOR SHALL INSTALL NEW 1½"ø FLEX HOSE BETWEEN THE SUBMERSIBLE PUMP OUTLET AND OIL/WATER SEPARATOR.
7. CONTRACTOR SHALL CONNECT NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2) TO EXISTING 3"ø DRAIN. ALL NEW DRAIN PIPING TO BE PVC SCHEDULE 40 – SEE DETAIL 1
8. CONTRACTOR SHALL SUPPLY AND INSTALL REQUIRED CONDUIT, FITTINGS AND CONDUCTORS TO CONNECT NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2) CONTROL PANELS TO EXISTING ELECTRICAL POWER FEED.
9. OWS-1 & OWS-2 PAY ITEMS #2 & #3 INCLUDE ALL COST ASSOCIATED WITH PURCHASING NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2).
10. NEW PUMPS (#1, #2, #3, #4) PAY ITEM #4 INCLUDES ALL COST ASSOCIATED WITH PURCHASING NEW PUMPS (#1, #2, #3, #4) THAT CONTRACTOR SHALL INSTALL.
11. PIPE/FITTINGS/HOSES/ETC. PAY ITEM #5 INCLUDES ALL COST ASSOCIATED WITH PURCHASING NEW DRAIN PIPE, FITTINGS, HOSES, COUPLINGS, AND VALVES ASSOCIATED WITH INSTALLATION OF NEW EQUIPMENT; AS REQUIRED TO HAVE NEW NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2) FUNCTION AS DESIGNED.
12. ELECTRICAL PAY ITEM #6 INCLUDES ALL COST ASSOCIATED WITH PURCHASING FITTINGS, CONDUIT, CONDUCTORS AND DISCONNECTS ASSOCIATED WITH INSTALLATION OF NEW EQUIPMENT. REFERENCE DWG. 4090-GA3
13. INSTALLATION PAY ITEM #7 INCLUDES ALL COST ASSOCIATED WITH THE INSTALLATION OF NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2), NEW PUMPS (#1, #2, #3, #4), ELECTRICAL, AND PIPE/FITTINGS/HOSES/ETC; AS REQUIRED TO HAVE NEW NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2) FUNCTION AS DESIGNED.

OIL/WATER SEPARATOR (OWS-1 & OWS-2) MAINTENANCE SCHEDULE			
MONTHS 6	MONTHS 12	PROCEDURE	COMMENTS
X	X	INSPECT OIL/WATER SEPARATOR	IF SEDIMENT EXCEEDS A 12-INCH DEPTH OR IF AN OIL LAYER IS PRESENT A CLEANING MUST OCCUR
	X	CLEAN OIL/WATER SEPARATOR	DISPOSE CONTENTS OF THE CLEANING IN ACCORDANCE TO CITY OF MOBILE WASTE REGULATIONS
	X	CLEAN REMOVABLE COALESCING PLATES	DISPOSE CONTENTS OF THE CLEANING IN ACCORDANCE TO CITY OF MOBILE WASTE REGULATIONS
	X	CLEAN PETROSCREEN CARTRIDGE COALSCER	DISPOSE CONTENTS OF THE CLEANING IN ACCORDANCE TO CITY OF MOBILE WASTE REGULATIONS

*FOR CITY OF MOBILE PUBLIC WORK INFORMATION ONLY





DETAIL 2: GRD. ROD CONNECTION
NTS

OWS-1 & OWS-2 PUMP SYSTEM DESCRIPTION
TWO PUMPS SHALL BE INCORPORATED INTO THE DESIGN OF EACH NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2). PRIMARY PUMP (PUMP #1 OR #3) 25 GPM AIR DIAPHRAGM PUMP WITH A NC (NORMALLY CLOSED) SOLENOID VALVE, AND FLOAT SWITCH. SECONDARY PUMP (PUMP #2 OR #4) 50 GPM ELECTRIC GRINDER PUMP W/ AUTOMATIC FLOAT SWITCH.

SEQUENCE OF OPERATION
1. PUMP #1 OR #3 SHALL OPERATE WITH AN H-O-A SWITCH LOCATED ON THE CONTROL PANEL.

A. OFF MODE – PUMP #1 OR #3 SHALL BE OFF (SOLENOID VALVE CLOSED)

B. HAND MODE – PUMP #1 OR #3 SHALL RUN UNTIL THE SWITCH IS PLACED INTO OFF OR AUTO.

C. AUTO MODE (NORMAL OPERATION LOCATION) – PUMP #1 OR #3 SHALL BE OFF (SOLENOID VALVE CLOSED) UNTIL THE FLOAT SWITCH LOCATED IN CATCH BASIN REACHES HIGH WATER POSITION.

- HIGH WATER POSITION– SOLENOID VALVE SHALL OPEN AND ALLOW PUMP #1 OR #3 TO BEGIN OPERATING; PUMP #1 OR #3 SHALL OPERATE UNTIL FLOAT SWITCH RETURNS LOW WATER POSITION.
- LOW WATER POSITION– SOLENOID VALVE SHALL RETURN TO THE CLOSED POSITION AND PUMP #1 OR #3 SHALL BE OFF.

2. PUMP #2 OR #4 SHALL OPERATE WITH AN H-O SWITCH LOCATED ON THE CONTROL PANEL.

A. OFF MODE (NORMAL OPERATION LOCATION) – PUMP #2 OR #4 SHALL BE OFF

B. HAND MODE – PUMP #1 OR #3 SHALL BE OFF AND REMAIN OFF; PUMP #2 OR #4 SHALL BE OFF UNTIL THE AUTOMATIC FLOAT SWITCH LOCATED IN CATCH BASIN REACHES HIGH WATER POSITION.

- HIGH WATER POSITION– PUMP #2 OR #4 TO BEGIN OPERATING, PUMP #2 OR #4 SHALL OPERATE UNTIL FLOAT SWITCH RETURNS TO LOW WATER POSITION.
- LOW WATER POSITION– PUMP # 2 OR #4 SHALL BE OFF AND H-O SWITCH SHALL BE PLACED IN THE OFF POSITION.

3. OIL/WATER SEPARATOR (OWS) SHALL BE EQUIPPED WITH THREE (3) ALARMS.

- HIGH WATER LEVEL
- HIGH OIL LEVEL
- HIGH-HIGH OIL LEVEL

A. HIGH WATER LEVEL– IF WATER LEVELS INSIDE OF OWS REACH HIGH WATER LEVELS ALL PUMPS (PUMP #1 OR #3 & PUMP #2 OR #4) SHALL BE OFF.

B. HIGH OIL LEVEL– IF OIL LEVELS INSIDE OF OWS REACH HIGH OIL LEVEL AN INDICATOR LIGHT LOCATED ON THE CONTROL PANEL SHALL ILLUMINATE AND BE FOLLOWED BY AN ALARM.

C. HIGH-HIGH OIL LEVEL– IF OIL LEVELS INSIDE OF OWS REACH HIGH-HIGH WATER LEVEL AN INDICATOR LIGHT LOCATED ON THE CONTROL PANEL SHALL ILLUMINATE AND ALL PUMPS (PUMP #1 OR #3 & PUMP #2 OR #4) SHALL BE OFF.

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TITLE
NEW GENERAL ARRANGEMENT

SCALE	DRAWN BY	DATE	SHEET	REV.
AS NOTED	MAD	10/21/21	22x34 — of —	0
JOB NO. 4090-21	CHECKED BY JDG	DATE 10/21/21	DRAWING NUMBER 4090-GA2	

OWS-1 & OWS-2 PUMP SYSTEM DESCRIPTION

TWO PUMPS SHALL BE INCORPORATED INTO THE DESIGN OF EACH NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2). PRIMARY PUMP (PUMP #1 OR #3) 25 GPM AIR DIAPHRAGM PUMP WITH A NC (NORMALLY CLOSED) SOLENOID VALVE, AND FLOAT SWITCH. SECONDARY PUMP (PUMP #2 OR #4) 50 GPM ELECTRIC GRINDER PUMP W/ AUTOMATIC FLOAT SWITCH.

SEQUENCE OF OPERATION

1. PUMP #1 OR #3 SHALL OPERATE WITH AN H-O-A SWITCH LOCATED ON THE CONTROL PANEL.

A. OFF MODE – PUMP #1 OR #3 SHALL BE OFF (SOLENOID VALVE CLOSED)

B. HAND MODE – PUMP #1 OR #3 SHALL RUN UNTIL THE SWITCH IS PLACED INTO OFF OR AUTO.

C. AUTO MODE (NORMAL OPERATION LOCATION) – PUMP #1 OR #3 SHALL BE OFF (SOLENOID VALVE CLOSED) UNTIL THE FLOAT SWITCH LOCATED IN CATCH BASIN REACHES HIGH WATER POSITION.

- HIGH WATER POSITION– SOLENOID VALVE SHALL OPEN AND ALLOW PUMP #1 OR #3 TO BEGIN OPERATING; PUMP #1 OR #3 SHALL OPERATE UNTIL FLOAT SWITCH RETURNS LOW WATER POSITION.
- LOW WATER POSITION– SOLENOID VALVE SHALL RETURN TO THE CLOSED POSITION AND PUMP #1 OR #3 SHALL BE OFF.

2. PUMP #2 OR #4 SHALL OPERATE WITH AN H-O SWITCH LOCATED ON THE CONTROL PANEL.

A. OFF MODE (NORMAL OPERATION LOCATION) – PUMP #2 OR #4 SHALL BE OFF

B. HAND MODE – PUMP #1 OR #3 SHALL BE OFF AND REMAIN OFF; PUMP #2 OR #4 SHALL BE OFF UNTIL THE AUTOMATIC FLOAT SWITCH LOCATED IN CATCH BASIN REACHES HIGH WATER POSITION.

- HIGH WATER POSITION– PUMP #2 OR #4 TO BEGIN OPERATING, PUMP #2 OR #4 SHALL OPERATE UNTIL FLOAT SWITCH RETURNS TO LOW WATER POSITION.
- LOW WATER POSITION– PUMP # 2 OR #4 SHALL BE OFF AND H-O SWITCH SHALL BE PLACED IN THE OFF POSITION.

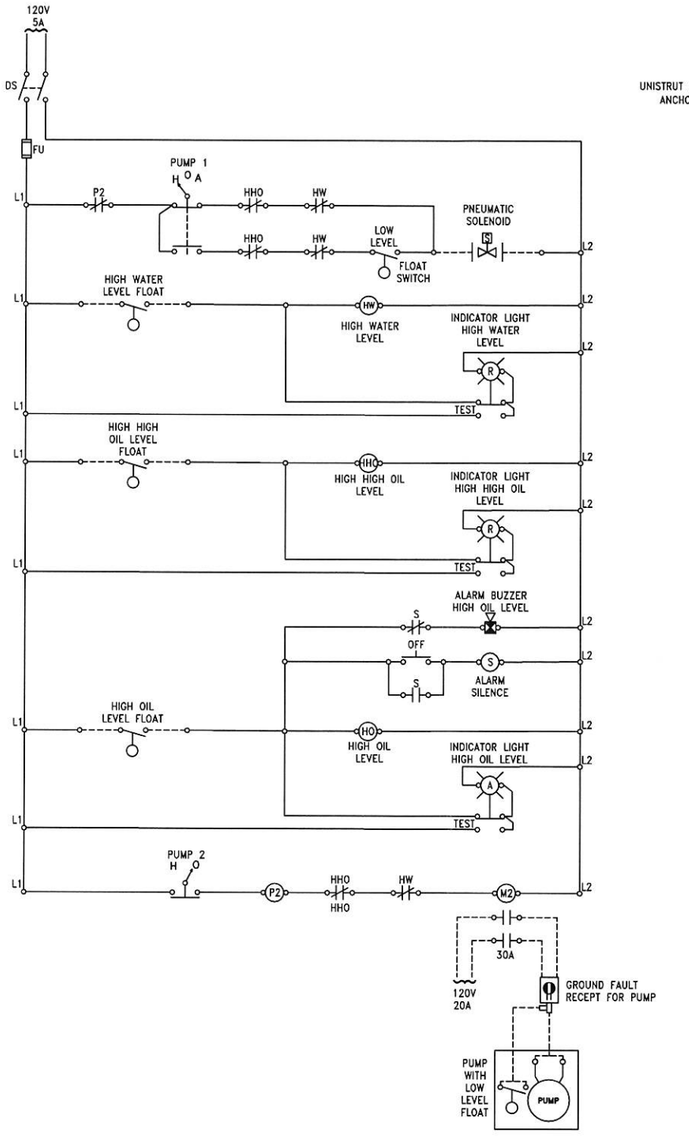
3. OIL/WATER SEPARATOR (OWS) SHALL BE EQUIPPED WITH THREE (3) ALARMS.

- HIGH WATER LEVEL
- HIGH OIL LEVEL
- HIGH-HIGH OIL LEVEL

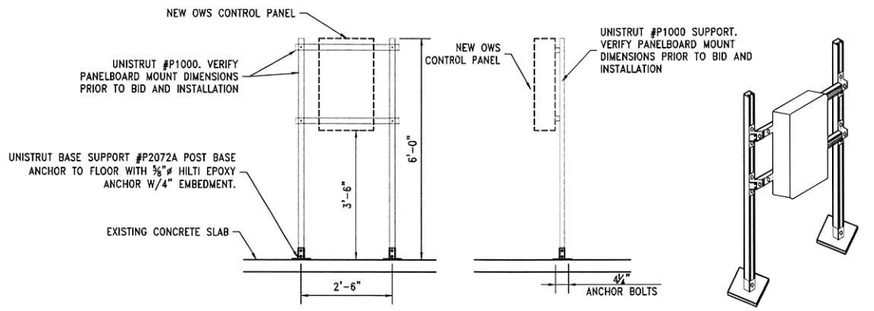
A. HIGH WATER LEVEL– IF WATER LEVELS INSIDE OF OWS REACH HIGH WATER LEVELS ALL PUMPS (PUMP #1 OR #3 & PUMP #2 OR #4) SHALL BE OFF.

B. HIGH OIL LEVEL– IF OIL LEVELS INSIDE OF OWS REACH HIGH OIL LEVEL AN INDICATOR LIGHT LOCATED ON THE CONTROL PANEL SHALL ILLUMINATE AND BE FOLLOWED BY AN ALARM.

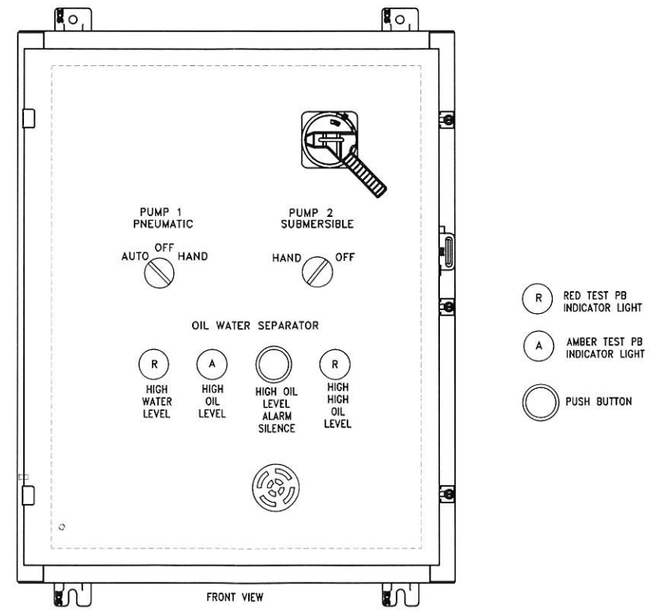
C. HIGH-HIGH OIL LEVEL– IF OIL LEVELS INSIDE OF OWS REACH HIGH-HIGH WATER LEVEL AN INDICATOR LIGHT LOCATED ON THE CONTROL PANEL SHALL ILLUMINATE AND ALL PUMPS (PUMP #1 OR #3 & PUMP #2 OR #4) SHALL BE OFF.



OIL/WATER SEPARATOR (OWS-1 & OWS-2) PUMP CONTROL DIAGRAM
NTS



CONTROL PANEL SUPPORT
NTS



TYP. OIL/WATER SEPARATOR PUMP CONTROL LAYOUT
NTS, REFERENCE DWG. 4090-GA2 FOR LOCATION OF OWS-1 & OWS-2 CONTROL PANELS

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TITLE
OIL WATER PUMP CONTROL DIAGRAM

SCALE	DRAWN BY	DATE	SHEET	REV.
AS NOTED	JJM	11/21/21	— OF — (22x34)	0
JOB NO. 4090-21	CHECKED BY JDG	DATE 11/21/21	DRAWING NUMBER 4090-GA3	

ATTACHMENT "F"

PROJECT ADDENDUMS

CITY OF MOBILE
Oil/Water Separator Replacement - Municipal Garage
City of Mobile Project No. 2022-3005-05

ADDENDUM #1

Addendum #1 items:

- Questions and answers that were received during the pre-bid meeting, by telephone, and/or by electronic mail that were due by Thursday, July 28, 2022 at 12pm.
- Sign-in sheet from pre-bid meeting
- Revised Dwg. 4090-GA1 Rev. 1
- Revised Dwg. 4090-GA2 Rev. 1
- Revised Dwg. 4090-GA3 Rev. 1

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal August 3, 2022.

Acknowledgement: I hereby acknowledge receipt of Addendum 1. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

ROB'T J. BAGGETT, INC.
Company

Kristina Nunnally
Authorized Signature
KRISTINA NUNNALLY - DOCUMENT CONTROL

8-1-22
Date

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 8:41 AM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Drop Off Transit, for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-702 **2022**

RESOLUTION

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

Adopted: AUG 16 2022

Sara Rafenbach-Gaultt

ASSISTANT City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Drop Off Transit to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on August 30, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Jarvis Bush individually or on behalf of Drop off Transit, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Jarvis Bush

Business Address: _____

Telephone: _____ Trade Name Drop off Transit

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 8/28/83 SSN:

Residence Address:

1257 Dabney Dr. Mobile, AL 36605
Address City State Zip code

Telephone Number: Driver's License #:

Residing in Mobile County: Years: 38 Months: _____

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:
✓ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A _____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Jarvis Bush	Owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☑ (JD) Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Friday 6:00Am - 5:30pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Chrysler	Year:	2007	Model:	Town & Country
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Jarvis Bush
Applicant's Signature

NAME OF ENTITY:

Drop off Transit

By: Jarvis Bush
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 **DAY OF** August **,** 2022

Angelia Manley Tait
Notary Public

My Commission Expires:
March 24, 2024

Personal Data Report

General Descriptors

Name:	BUSH, JARVIS RYAN		
Address:		**Nick Name:**	
Phone:	-		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	8/28/1983
Sex:	M	**Age:**	38
Weight:	190	**Eyes:**	BROWN
Height:	6'05"	**Facial:**	MUSTACHE (THIN)
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** D	**SSN:** ___-__-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Knight
DATE: 08-09-2022

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Elaine Thompson

Amount of Contract:

n/a

Effective Date of Contract:

9/6/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Elaine Thompson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Elaine Thompson	Resolution Letter	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/25/2022 - 8:20 AM
			8/25/2022 -

Legal	Kern, Chris	Approved	10:04 AM
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:43 PM

2022

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Elaine Thompson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D023\P006\00110090.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/30/2022
agreement	Cover Memo	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/30/2022 - 8:51 AM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City Council of the City of Mobile hereby determines that it is in the best interest of the City and will serve a public purpose to enter an agreement with Mobile County, under which the City will contribute $5,000,000.00 towards a County project, as follows:

County Soccer Complex	$2,000,000
Aquatics Center	$3,000,000;

NOW THEREFORE, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the Mayor and City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the City of Mobile ("City") and Mobile County, Alabama ("County") for the development and expansion of the Mobile County Sportsplex within the City of Mobile, Alabama, as outlined in the contract attached hereto and made a part hereof.

ADOPTED:

_____

CITY CLERK

INTERGOVERNMENTAL AGREEMENT FOR DEVELOPMENT AND EXPANSION OF THE MOBILE COUNTY SPORTSPLEX WITHIN THE CITY OF MOBILE, ALABAMA

WHEREAS, Counties and Municipalities in the State of Alabama are authorized to expend public funds when a public purpose will be thereby served, and may enter into mutual agreements providing for the improvement, construction, management, and maintenance of athletic fields and facilities which benefit the public on land lying within the corporate limits of an incorporated municipality; and

WHEREAS, the City of Mobile, Alabama ("City"), situated in Mobile County, Alabama, and Mobile County, Alabama ("County"), each find that a public purpose will be served by the expenditure of funds for the development and expansion of the Mobile County Sportsplex located within City; and

WHEREAS, County has planned the Mobile County Sportsplex Phase II and Phase III expansion projects, which include additional parking lots, a sodded championship field, public restrooms, team locker rooms, a press box, seating for approximately 1400 spectators, a fifth lighted field with artificial turf, and an aquatic center (the "Project"), and City desires to contribute financial assistance for said construction;

WHEREAS, County and City deem it necessary and desirable to set out the terms of this agreement with regard to funding and construction of the Project.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, Mobile County, a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor, enter into the following mutual agreement:

1. That the City will appropriate for the use of the County the sum of $5,000,000.00 (the “Funds”) to be paid toward the construction of the Mobile County Sportsplex as provided herein.

2. That the County agrees to utilize the funds solely for the Project, that is, construction and implementation of Phase II and Phase III of the Mobile County Sportsplex, including the specific elements thereof as stated above, and these funds shall supplement, not supplant, the County contribution.

3. That the funds will be disbursed with an initial payment of $2,000,000.00, upon full execution of this Agreement by both parties, with said $2,000,000.00 of the funds to be used for construction of the soccer fields at the Mobile County Sportsplex.

4. That the disbursement of the remaining $3,000,000.00 shall be conditioned upon notice from County that it has advertised for bid the construction of the aquatic center at the Mobile County Sportsplex, and said second disbursement of funds shall be used exclusively for that purpose. Said payment shall be paid in fifteen (15) days of the date of said notice and if for any reason the County does not accept the lowest responses from the responsible bidder then the funds shall be remitted back to the City, unless an agreement between the parties otherwise.

5. That following final acceptance of the Project, County shall refund to City any portion of the funds, which are unused or used for any other purpose.

6. That on or before March 31, 2023, or such later time no more than thirty (30) days following completion of the Project, County shall provide to City a report which shall summarize the accomplishments and activities of County relating to the construction of the above described Project; such report shall be signed by the County Finance Director.

7. That County shall in the performance of this contract comply strictly with all state

and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.

8. That County shall be and at all times remain responsible for the design, improvements, and construction of the Project, and City shall have no liability in connection therewith.

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

ATTEST: MOBILE COUNTY COMMISSION

_____ _____

Glenn L. Hodge, County Administrator Connie Hudson, President

Date: _____

ATTEST: CITY OF MOBILE, ALABAMA

_____ _____

Clerk William S. Stimpson, Mayor

Date: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 3:06 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Lit Cigar Lounge, Inc.
Location:	Saturdays at the Coop 1 Government Street Cooper Riverside Park Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5523

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.22.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *LIT CIGAR LOUNGE INC*

Trade Name: SATURDAYS AT THE COOP

Location: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
EVENT DATE 09.10.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

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(Type of License)

TO: *LIT CIGAR LOUNGE INC*

Trade Name: SATURDAYS AT THE COOP

Location: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
EVENT DATE 09.10.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner *L. Logan Anderson*

Date: **August 23, 2022**

Re: **Application # 5523 / 1 Government St.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned Open as a government function of the City of Mobile. This is to advise that a special event with special retail sales is a permitted use in this zoning district.

As a government function of the City of Mobile, the site is exempt from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5523 DATE SEPTEMBER 6, 2022

APPLICANT LIT CIGAR LOUNGE INC

LOCATION 1 GOVERNMENT ST (RIVERSIDE COOPER PARK)

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

AGENDA DATE: 09.06.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5523

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

LIT CIGAR LOUNGE INC has filed application with the City of
(Name of Applicant)

140 - SPECIAL EVENTS RETAIL

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *LIT CIGAR LOUNGE INC*

TRADE NAME: SATURDAYS AT THE COOP

LOCATED AT: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R Shawn Skinner
(Revenue Department Representative)

CONTACT: LARRY O SCOTT **PHONE#:** 251.401.8316

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 08.22.2022
Application No: 5523

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: ***N/A***

Name of Applicant(s) ***LIT CIGAR LOUNGE INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
LARRY ORLANDA SCOTT AL 5630768	MEMBER	02.13.1972 MOBILE AL	6090 PHERINWOOD COURT MOBILE AL 36608
LEANNA RHONE SCOTT AL 6544954	MEMBER	07.12.1979 MOBILE AL	1325 CARSON ROAD WEST MOBILE AL 36695

Corporate information: LR 7536 PG 954 (Enter book & page or document info) Date: 07.27.2017 (Incorporation or Authority) County: MOBILE

Trade Name ***SATURDAYS AT THE COOP - SEPTEMBER 10 2022***

Location 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

Mailing Address 258 DAUPHIN STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? SPECIAL EVENT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

LIT CIGAR LOUNGE - 258 DAUPHIN STREET MOBILE AL 36602

LURE - 270 DAUPHIN STREET MOBILE AL 36602

Has any person(s) with any interest, whether as sole applicant, officer, member or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) Signature of applicant _____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** _____

COUNTY OF MOBILE **TITLE** MEMBER **DATE** _____

The undersigned LIT CIGAR LOUNGE INC - LARRY O SCOTT

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____

Signature of Affiant

Sworn to and subscribed before, me this 22 day of August Year 2022

_____ _____

SIGNATURE OF NOTARY *MY COMMISSION EXPIRES*

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person LARRY O SCOTT E-mail: LITCIGARS2017@GMAIL.COM

Phone Number: Home 251.401.8316 Bus: 251.401.8316

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 800 License premises includes patio area *NO*

Square Footage N/A

License covers: *OTHER*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
LARRY O SCOTT	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.208.7012

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36654

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)

INFORMATION SHEET

Contact Person: Larry Scott **Phone #:** 251-401-8316

Business Name: Lit Cigar Lounge, Inc.

Corporation Name: Lit Cigar Lounge, Inc.

Business Address: 258 Dauphin St. Mobile, 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. CE 536 pg 954 Mobile **County** Mobile ;
(Enter book and page or document info)

Date 7/27/2017
(Incorporation or Authority)

Is business equipped with table & chairs? YES **Building seating capacity:** 150

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? — **If yes explain:**

Square Feet of building —

For a SPECIAL EVENT, list dates: from _____ **to** _____. See Attached
Type of Event Saturdays @ the Coop.

IF OPERATING AS A PRIVATE CLUB:

⇒ Does club charge & collect dues from elected members? _____
⇒ How many paid-up members are there in the Club? _____
⇒ Are regular meetings held? _____ If so, when? _____
⇒ Is business conducted through officers regularly elected? _____
⇒ Are members admitted by written application, investigation & ballot? _____
⇒ For what purpose is the Club organized & operated. Social____; Patriotic____;
Political____; Athletic____.
⇒ Does the property used, as well as the advantages, belong to all the members? _____
⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ____
⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

2

Cooper Riverside Park

1.15.22

2.12.22

3.12.22

5.14.22

6.11.22

7.9.22 (beer and wine only)

8.13.22

9.10.22

10.15.22

11.12.22

12.10.22

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Lit Cigar Lounge, Inc.

Note: Your Corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (✓) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Jacq Orlando Scott II

Social Security: _____ Race: B Sex: (✓) M ( ) F

Driver License#: _____ State FL

Title (*i.e. Owner, President, Member*) President

Date of Birth 3 / 13 / 72

Place of Birth Orlando FL US
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 9 Home#: - Cell#: 407 401 8[illegible]

****

Full Name (*First, Middle, Last*) Lauren Mary Scott

Social Security: _____ Race: B Sex: ( ) M (✓) F

Driver License#: _____ State FL

Title (*i.e. Owner, President, Member*) Vice

Date of Birth 7 / 12 / 71

Place of Birth Orlando FL US
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2 Home#: _____ Cell#: 321 277 4[illegible]

****

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE / VIOLATION	JURISDICTION	DISPOSITION

I certify that the above information is correct and true.

_____ **Date:**_____
Signature & Title

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: _____
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 101 S. Water St. Mobile, AL 36602

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ARTICLES OF INCORPORATION

OF

LIT CIGAR LOUNGE, INC.

2017042324 1/4
Bk: LR7536 Pg:934
Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

ARTICLE II

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the general public.

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be $1.00.

ARTICLE IV

Provisions for the regulation of the internal affairs of the LIT Cigar Lounge, Inc. are:

The Board of Directors shall have the power to adopt the initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.

Mobile County, Alabama
I hereby certify this instrument
filed on 07/27/2017 01:07:21 PM
Judge of Probate
Deed Tax
Mortgage Tax
Mineral Tax
Lis Pendens Fee
Recording Fee
TOTAL
2017042324
Bk: LR7536
Pg:934

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

ARTICLE V

The address of the initial registered office of the corporation is 6090 Pherinwood Ct . Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott
6090 Pherinwood Ct
Mobile, AL 36608

ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott 6090 Pherinwood Ct Mobile, AL 36608

IN WITNESS WHRREOF, these Articles of Incorporation have been duly executed on this the 27th day of [illegible] 2017

[signature] (SEAL)
Larry Scott, Incorporator

THIS INSTRUMENT WAS PREPARED BY:

Charles N Delmore
551 Osage St
Mobile, AL 36617

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of July, 2017.

NOTARY PUBLIC

My Commission Expires
03/05/2019

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION)

MOBILE CONVENTION CENTER AS SHOWN ON PLAT RC IN MBK 48 PG 31 #SEC 40 T4S R1W #MP29 06 40 0 001

COOPER RIVERSIDE PARK

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to LIT CIGAR LOUNGE INC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 7 day of February, 20 22.

R Shawn Skinner
Notary Public

2/9/22
Property Owner Date

November 19 2025
My Commission Expires

Licensee Date

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

PARKS AND RECREATION

To Whom It May Concern –

The City of Mobile: Parks and Recreation Department will be hosting an event: Saturdays at the Coop on 9.10.22. The event will begin at 7:00pm and end at 10:00pm.

Saturdays at the Coop event takes place at Cooper Riverside Park: 1 Government Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge Inc. to provide bar services during the event. Lit Cigar Lounge Inc. will be able to set up a bar location within the event space, in Cooper Riverside Park, during the event hours on 9.10.22.

If you have any questions, please feel free to reach out.
Thank you.

Kati Wigfield

Kati Wigfield

City of Mobile
Parks and Recreation Department
Events Division

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

Scheduling Confirmation
Cooper Riverside Park

Facility: **Cooper Riverside Park – 1 Government Street, Mobile, AL 36602**

Applicant: **Lit Cigar Lounge, Inc. 258 Dauphin Street, Mobile, AL 36602 - (251) 401.8316**

Organization:

Event: **Saturdays at the Coop**

Equipment Needed:

Reservation Date
From: 9.10.22 at 7:00pm To: 9.10.22 at 10:00pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

Applicant Signature

Rentals Representative Signature

Date

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/1/2022
MPD report	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 3:11 PM

R E S O L U T I O N

Sponsored by: Councilmember Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer (Off Premises Only) Retail Wine (On/Off Premises)
Submitted by:	Mobile Oriental Market, Inc.
Location:	Mobile Oriental Market 480 Azalea Road Mobile, AL 36609

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5510

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.22.2022

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

050 - RETAIL BEER (OFF PREMISES ONLY)
060 - RETAIL TABLE WINE (ONE or OFF PREMISES)

(Type of License)

TO: *MOBILE ORIENTAL MARKET INC*

Trade Name: MOBILE ORIENTAL MARKET

Location: 480 AZALEA ROAD MOBILE AL 36609

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5510

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Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

050 - RETAIL BEER (OFF PREMISES ONLY)
060 - RETAIL TABLE WINE (ONE or OFF PREMISES)

(Type of License)

TO: *MOBILE ORIENTAL MARKET INC*

Trade Name: MOBILE ORIENTAL MARKET

Location: 480 AZALEA ROAD MOBILE AL 36609

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **August 23, 2022**

Re: **Application # 5510 / 480 Azalea Rd.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a grocery store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Zoning Ordinance.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5510 DATE SEPTEMBER 6, 2022

APPLICANT MOBILE ORIENTAL MARKET INC

LOCATION 480 AZALEA RD

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S
NTS

LANDUSE SURVEY CONDUCTED 2010

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

AGENDA DATE 09.06.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5510

☑ **NEW APPLICATION**	☐ **TRANSFER-OWNERSHIP**	☐ **TRANSFER-LOCATION**

MOBILE ORIENTAL MARKET INC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
060 - RETAIL TABLE WINE (ONE or OFF PREMISES)
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *MOBILE ORIENTAL MARKET INC*

TRADE NAME: MOBILE ORIENTAL MARKET

LOCATED AT: 480 AZALEA ROAD MOBILE AL 36609

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R Shawn Skinner
(Revenue Department Representative)

CONTACT: VY NGUYEN **PHONE#:** 251.209.8957

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 08.22.2022
Application No: 5510

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***060 - RETAIL TABLE WINE (On/Off Premises)***

Name of Applicant(s) ***MOBILE ORIENTAL MARKET INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
NGUYEN, TUONG VY THI AL 7441854	MEMBER	01.12.1981 VIETNAM	1593 ROCKSTONE LANE MOBILE AL 36695

Corporate information: 866-148 (Enter book & page or document info) Date: 06.07.2021 (Incorporation or Authority) County: MOBILE

Trade Name ***MOBILE ORIENTAL MARKET***

Location 480 AZALEA ROAD MOBILE AL 36609

Mailing Address 458 AZALEA ROAD MOBILE AL 36609
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? GROCERY

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

No TN

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** Vynguyen

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** Vynguyen

COUNTY OF MOBILE **TITLE** MEMBER **DATE** 08.22.2022

The undersigned MOBILE ORIENTAL MARKET INC - TUONG VY NGUYEN
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Vynguyen
Signature of Affiant

Sworn to and subscribed before, me this 22 day of August Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person VY NGUYEN E-mail: INFO@MOBILEINC.ORG

Phone Number: Home: Cell: 251.209.8957 Bus: 251.209.8957

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 0 License premises includes patio area *N/A*

Square Footage 10000

License covers: *OTHER*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
NGUYEN, TUONG VY THI AL 7441854	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: TUONG VY THI NGUYEN 251.209.8957

Address of Property Owner/Lessor: 1593 ROCKSTONE LANE MOBILE AL 36695

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) TN

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1367282
Owner Name	MOBILE ORIENTAL MARKET INC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

029737-0001 SHAWN S. 08/22/2022 10:08AM

BUSINESS LICENSE
MOBILE ORIENTAL MARKET INC
122561
2022 Item: 1367282
ALCOHOL APPLICATION
FEE 50.00

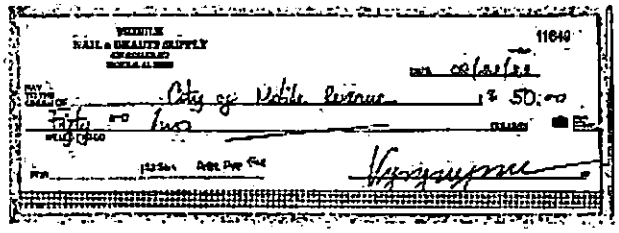
50.00

Subtotal **50.00**
Total **50.00**

CHECK 50.00
Check Number 11649

Change due **0.00**

Paid by: MOBILE ORIENTAL MARKET INC



Thank you for your payment

CUSTOMER COPY

INFORMATION SHEET

Contact Person: TUONG VY THI NGUYEN **Phone #:** (251) 269-8957

Business Name: MOBILE ORIENTAL MARKET

Corporation Name: _____

Business Address: 458 Azalea Rd

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? _____ **Building seating capacity;** _____

Does the premises have a fully equipped and operational kitchen? _____

Is the place of business habitually used to serve food to the public? _____

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

Square Feet of building _____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social** ____; **Patriotic** ____; **Political** ____; **Athletic** ____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): MOBILE ORIENTAL MARKET
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) TUONG VY THI NGUYEN

Social Security # _____ Race: Asian Sex: ( )M (✓)F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 01 / 12 / 1981

Place of Birth Vietnam
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2 Home# _____ Cell# (251) 2098957

****

Full Name (*First, Middle, Last*) _____

Social Security # _____ Race: _____ Sex: ( )M ( )F

Driver License# _____ State _____

Title (*i.e. Owner, President, Member*) _____

Date of Birth ____ / ____ / ____

Place of Birth _____
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: _____ Home# _____ Cell# _____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
NONE	06/27/22			

I certify that the above information is correct and true.

Signature & Title — Owner — **Date:** 06/27/22

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Our

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address:

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220616143751542

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $50.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Trade Name: MOBILE ORIENTIAL MARKET **Filing Fee:** $100.00

Applicant: MOBILE ORIENTIAL MARKET INC **Transfer Fee:**

Location Address: 480 AZALEA ROAD MOBILE, AL 36609

Mailing Address: 458 AZALEA ROAD MOBILE, AL 36609

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:**

Book, Page, or Document info: 866 148

Do you sell Draft Beer?:

Date Incorporated: 06/07/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 06/07/2021

Federal Tax ID: 87-1067289 **Alabama State Sales Tax ID:** R011108012

Name:	Title:	Date and Place of Birth:	Residence Address:
TUONG VY THI NGUYEN 7441854 - AL	OWNER	01/12/1981 VIETNAM	1593 ROCKSTONE LANE MOBILE, AL 36695

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: VY NGUYEN
Business Phone: 251-209-8957
Fax:

Home Phone: 251-209-8957
Cell Phone: 251-209-8957
E-mail: INFO@MOBILEINC.ORG

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220616143751542

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: TUONG VY THI NGUYEN 251-209-8957
What is lessors primary business? GROCERY STORE
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 10000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220616143751542

Initial each — **Signature page**

Initial each	
TVN	In reference to law violations, I attest to the truthfulness of the responses given within the application.
TVN	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
TVN	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail, Special Events retail licenses, and Wine Festival and Wine Festival Participant licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
TVN	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
TVN	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
TVN	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): TUONG VY THI NGUYEN

Signature of Applicant: TUONG VY THI NGUYEN

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 6/16/22 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220616143751542

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: PORTION OF SHOPPING CENTER TVN
Is the lessor involved in any way with the alcohol beverage business?: OWNS GROCERY STORE

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name:	MOBILE ORIENTIAL MARKET	*Applicant:*	MOBILE ORIENTIAL MARKET INC
Location:	480 AZALEA RD MOBILE AL 36609	*License Type:*	050/070
Contact:	VY NGUYEN	*ABC Staff:*	SANDY DURHAM
Telephone:	251-209-8957	*Date:*	6/16/2022

***IMPORTANT NOTE:** Applicants must provide all the items (if applicable) below before the ABC license can be issued.*

1.	X	Filing Fee	$50.00	$50.00
2.	N/A	Transfer Fee		
3.	N/A	Application		
4.	N/A	Transfer Agreement		
5.	N/A	Current ABC License & Current Owner Driver License		
6.	X	Lease/Deed		
	X	Is the correct Applicant's name on the lease/deed?		
	X	Is the Address correct on the lease/deed?		
	X	Are the Terms of the lease clear?		
	X	Is the lease/deed signed?		
7.	X	Corporation/LLC/LLP/Partnership Agreement/Association		
8.		List of Officers/Members or Minutes		
9.	X	IRS Employer Identification Number (EIN)		
10.	X	Alabama Dept of Revenue State Sales License		
11.	N/A	Sketch		
12.	N/A	City of Mobile Ordinance		
13.	N/A	Restaurant Menu to include Price		
14.	X	Rules & Regulations/Title 28		
15.	N/A	Copy of Tobacco Regulation		
16.	X	Filing/Transfer Fee Acknowledgement	6/24/2022	
17.	X	Instructions to License		
18.	X	Person in Charge Sign		
19.	N/A	Name Change Affidavit		
20.	N/A	Club Liquor Class I and II License Only		
	N/A	Corporation/LLC/LLP		
	N/A	Bylaws		
	N/A	Membership List		
	N/A	Compliance Checklist		
21	N/A	Power of Attorney		
	N/A	Identification/Photograph		
22.	X	Identification		
	X	Driver License/State ID (color copy needed)		
		U.S. Passport		
		Military ID		
23.	X	Proof of Citizenship		
		Birth Certificate/US Passport (Color Copy)		
		Naturalization (color copy needed)		
		Perm Resident Card (color copy front & back)		

24.		State of Residence / FBI Background Check		
25.	N/A	Co Health Dept. Permit/Inspection (On-premise locations only)		
26.	N/A	City Business License (Required for tobacco only locations.)		
27.		Insurance		
28.	N/A	Current Owner Insurance		
29.		Liceense F	**$425.00**	
30.		City/County Approval		

Before** **June 24, 2022** **Contact

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

sandy.durham@abc.alabama.gov

Application expires 10/15/22

** Make personal or business checks payable to: Alabama ABC Board.*
Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

Save Program n/a *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W. PO Box 281, Theodore, AL 36590 Phone (251) 653-0015, Fax (251) 653-6622
www.abc.alabama.gov

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000/ ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

May 4, 2022

Dear Ms. Nguyen

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxx [redacted] ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxx
TCN: [redacted]
NAME:NGUYEN,TUONG THI
SOC:416551489
ABI RESULT:NON-IDENT
SI [redacted]

CERTIFIED COPY OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

MOBILE ORIENTAL MARKET INC

2. THIS FORM WAS PREPARED BY:

TUONG V. NGUYEN

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

480 AZALEA ROAD
MOBILE, AL 36609

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

TUONG V NHUYEN
480 AZALEA ROAD
MOBILE, AL 36609
MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2A OF THE CODE OF ALABAMA):

RETAIL SALES

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

866-148 D/C

Date	06/07/2021
Time	15:35:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1000 PAR VALUE (OPTIONAL): 0.00

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
TUONG V NGUYEN	480 AZALEA EOAD MOBILE, AL 36609	480 AZALEA EOAD MOBILE, AL 36609

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

06/07/2021 — DATE

Bill Cullum AGENT — ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

MOBILE ORIENTAL MARKET INC

This name reservation is for the exclusive use of TUONG V. NGUYEN, 480 AZALEA ROAD, MOBILE, AL 36609 for a period of one year beginning June 07, 2021 and expiring June 07, 2022.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 07, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES956606

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-07-2021

Employer Identification Number:
87-1067289

Form: SS-4

Number of this notice: CP 575 A

MOBILE ORIENTAL MARKET INC
% TUONG NGUYEN
480 AZALEA RD
MOBILE, AL 36609

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-1067289. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2021
Form 940	01/31/2022
Form 1120	04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

MOBILE ORIENTAL MARKET INC.

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011108012	01/1/2022	12/31/2022

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 445110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

480 AZALEA RD MOBILE AL 36609-1653

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Grocery Store
(Type of business)

MOBILE ORIENTAL MARKET
(Name of applicant whether individual, corporation, etc.)

480 Azalea Rd Mobile AL 36609
(Location address for application)

Mobile AL
City State Zip

10,000 SF
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

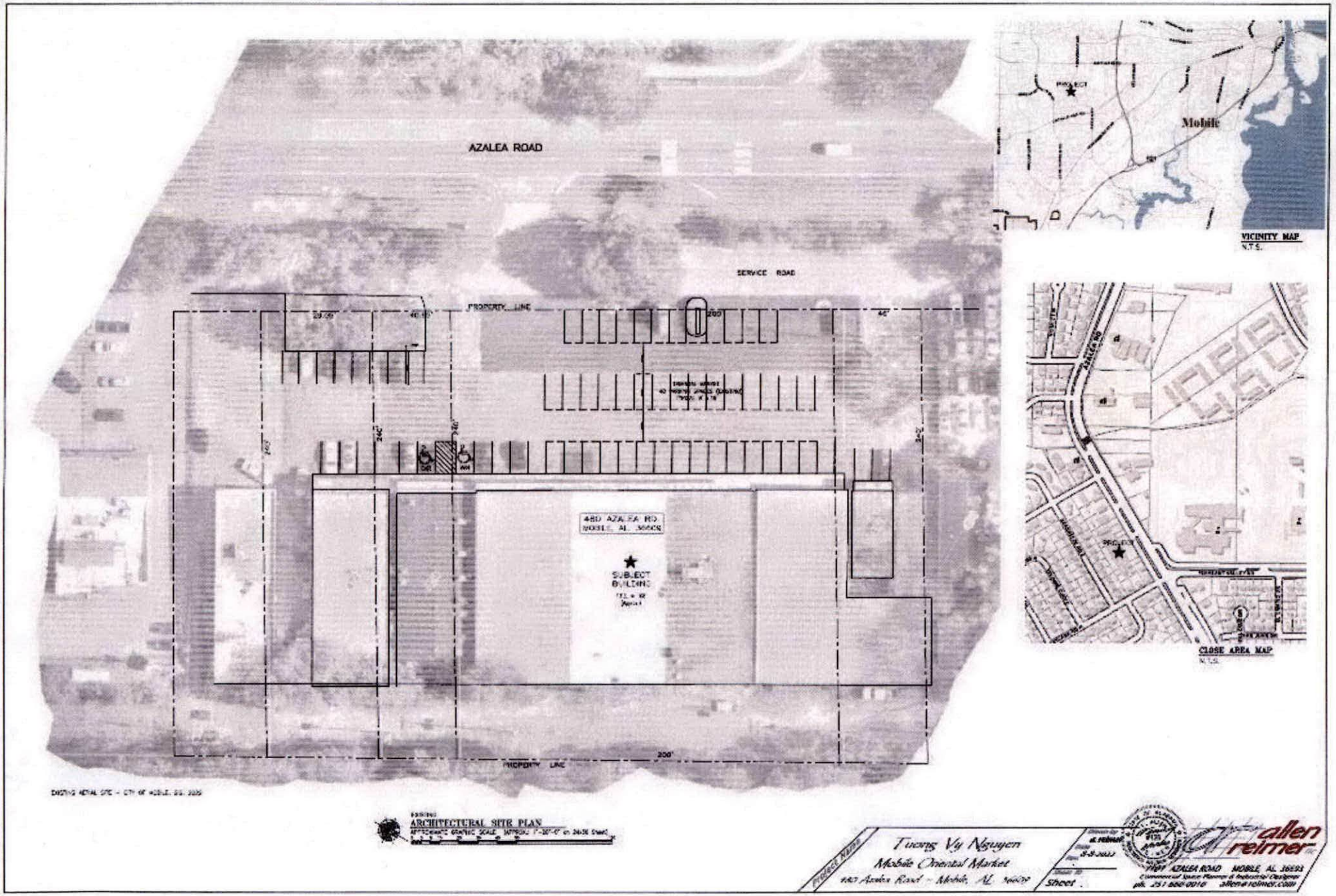
****

URBAN DEVELOPMENT DEPARTMENT

Zoning B-2 **Parking Provided** 47

Parking Required 33 **Compliance:** ✓ **Yes** _____ **No**

(Signed by Urban Development Dept) 08/10/2022
Date



ARCHITECTURAL SITE PLAN

Project Name
Tuong Vy Nguyen
Mobile Oriental Market
480 Azalea Road - Mobile, AL 36608

allen reimer
1101 AZALEA ROAD MOBILE, AL 36693
Commercial Space Planners & Industrial Designers
ph. 251.666.0016 allen@reimer.com



House Number Permit

City of Mobile
Engineering Department
205 Government Street
Third Floor, South Tower
Mobile, AL 36644-1827
Telephone (251)208-7457
Fax(251)208-7398

Date: 10/21/2021 11:58 AM

Owner or Tenant Name:	NGUYEN TUONG VY THI & MINH HUU NGUYEN
Agent Name/Company:	N/A
Assigned House Number:	480
Street Name:	AZALEA RD
Unit:	A
Legal Description:	N/A
Subdivision:	BERKSHIRE HILLS PART B PARCELS 1 & 2

Flood Zone:	N/A	Minimum Finished Floor Elevation:	N/A
Flood Panel #:	01097C0542L	Tax ID/Parcel#:	R022808384004083.000
FEMA Community #:	15007	CLOMR-F Case Number:	N/A

Pursuant to the Mobile Code, Article VII, Section 57-211 regulating house numbers, you are requested to adopt this house number and post the number on your house or business within ten days from the permit date.

Assigned by: _____

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of MOBILE, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is (✓) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to Thuong Vy Thi Nguyen who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

Property Owner 06/27/22

Date

My Commission Expires

Licensee

Date

1200
50
1250
1000
2250
200
2450

2016016235 1/4
Bk: LR7365 Pg:1083
Document Type: D

	Grantors' Name and Mailing Address:	Grantees' Name and Mailing Address:
	Kathy M. Bronstein and Kathy M. Bronstein and Elliot B. Maisel as co-trustees U/W of Michael I. Bronstein, Deceased c/o Gulf Distributing Holdings, L.L.C. 3378 Moffett Road Mobile, Alabama 36607	Tuong Vy Thi Nguyen and Minh Huu Nguyen 7346 Raleigh Way North Mobile, Alabama 36695
STATE OF ALABAMA)	Property Address:	458 & 462 Azalea Road, Mobile, Alabama 36609
COUNTY OF MOBILE)	Date of Sale: Total Purchase Price: The Purchase Price can be verified in:	$700,000.00 ☒ Closing Statement

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to **KATHY M. BRONSTEIN,** unmarried, **AND KATHY M. BRONSTEIN AND ELLIOT B. MAISEL AS CO-TRUSTEES U/W OF MICHAEL I. BRONSTEIN, DECEASED** ("Grantors"), by **TUONG VY THI NGUYEN AND MINH HUU NGUYEN,** ("Grantees"), the receipt of which is acknowledged, Grantors do hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantees, as tenants in common, and their heirs and assigns, that certain real property situated in Mobile County, Alabama, which is described on **Exhibit A** attached hereto and made a part hereof, together with all improvements situated thereon (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on **Exhibit B** attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto the Grantees, and their heirs and assigns forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

This Statutory Warranty Deed is executed without warranty or representation of any kind on the part of Grantors, express or implied, except as against acts done or suffered by Grantors that are not specifically excepted herein.

IN WITNESS WHEREOF, Grantors have executed this Statutory Warranty Deed, this 30th day of March _____, 2016.

GRANTORS:

Kathy M. Bronstein
KATHY M. BRONSTEIN, Individually

Kathy M. Bronstein
KATHY M. BRONSTEIN, as Co-Trustee U/W of Michael I. Bronstein, Deceased

ELLIOT B. MAISEL, as Co-Trustee U/W of Michael I. Bronstein, Deceased

{03579221.1}

Mobile County, Alabama
I hereto certify this instrument
filed on : 04/06/2016 03:15:17 PM
Don Davis, Probate Judge

Deed Tax:	$.50	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax :	$.00	20160318236
Judge Fee:	$.00	BK:LR7365
S.R. Fee:	$2.00	Pg:1083
Surcharge Fee:	$10.00	
Recording Fee:	$12.00	
TOTAL:	$24.50	

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county in said state, hereby certify that Kathy M. Bronstein, unmarried, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of March, 2016.

Laura Lane Hicks
NOTARY PUBLIC
My Commission Expires: 6-6-17

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Kathy M. Bronstein, whose name as Co-Trustee U/W of Michael I. Bronstein, Deceased, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, in her capacity as Co-Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of March, 2016.

Laura Lane Hicks
NOTARY PUBLIC
My Commission Expires: 6-6-17

STATE OF ~~ALABAMA~~ Arizona
COUNTY OF ~~MOBILE~~ Maricopa

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Elliot B. Maisel, whose name as Co-Trustee U/W of Michael I. Bronstein, Deceased, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as Co-Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of April, 2016.

Briana Brownell
NOTARY PUBLIC
My Commission Expires: April 21, 2019

This Instrument Prepared By:
Z. M. P. Inge, Jr.
Maynard, Cooper & Gale, P.C.
11 North Water Street
Suite 27000
Mobile, Alabama 36602

BRIANA BROWNELL
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 21, 2019

(03579221.1)

Exhibit A

Description of the Property

From the Southwest corner of Berkshire Hills, Part B, Parcel 1, as recorded in the Office of the Judge of Probate of Mobile County, Alabama in Map Book 8, Page 123; thence run North 30 degrees, 09 minutes, 30 seconds West a distance of 54.0 feet to the point of beginning of the parcel herein described; thence continue North 30 degrees 09 minutes 30 seconds West a distance of 246.0 feet to a point; thence run North 59 degrees 50 minutes 30 seconds East a distance of 240.0 feet to a point; thence run South 30 degrees 09 minutes 30 seconds East a distance of 246.0 feet to a point; thence run South 59 degrees 50 minutes 30 seconds West a distance of 240.0 feet to the point of beginning; said parcel being in Section 38, Township 4 South, Range 2 West, Mobile County, Alabama.

Exhibit B

Exceptions

1. Taxes for the year 2016 and subsequent years, a lien not yet due and payable.
2. Applicable zoning rules and regulations.
3. Mining and mineral rights not owned by Grantors.
4. Easements, encumbrances, rights of way, reservations, agreements, restrictions, setback lines and other matters of record, including but not limited to:
   a. Restrictive covenants as recorded in Real Property Book 276, Page 393.
   b. Right of way granted to Alabama Power Company by instruments recorded in Real Property Book 308, Page 958 and Real Property Book 650, Page 722.
   c. 16 foot drainage easement as shown on record plat of said subdivision.
   d. 10 foot sanitary sewer easement as shown on record plat of said subdivision.
   e. 20 foot access easement reserved for use of adjacent property owners as shown on record plat of said subdivision.
   f. Easements, reservations, restrictions, rights-of-way and setback lines as reserved and shown on record map of subdivision.

(Book and Page references are to the records in the Office of the Judge of Probate of Mobile County, Alabama)

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge
Signature _____
C. Mark Erwin, Chief Clerk
Date 30 March 2022

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

06/27/22
Date

Owner of Property (Signature)

Thuong Vy Thi Nguyen
Print Name of Property Owner

Address

City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

06/27/22
Date

Applicant's Signature

Thuong Vy Thi Nguyen
Print Name of Applicant

480 Azalea Rd
Address

Mobile AL 36609
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5510
Business Name	MOBILE ORIENTAL MARKET INC
Company DBA	MOBILE ORIENTAL MARKET
Business Address	480 AZALEA ROAD 36609
License Type	050 - RETAIL BEER (OFF PREMISES ONLY)
Post Date	08.22.2022
Agenda Meeting Date	09.06.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: August 30, 2022

Re: Alcoholic Beverage License Application No. 5510
Mobile Oriental Market LLC
D/B/A: Mobile Oriental Market
480 Azalea Rd
Mobile, AL 36609
Tuong Nguyen, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named Mobile Oriental Market. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

_✓_ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

SEP 01 2022
CHIEF OF STAFF

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Sponsored by:

Councilmember Jones

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/1/2022
MPD report	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 3:14 PM

RESOLUTION

Sponsored by: Councilmember Jones

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class II (Package Store) License
Submitted by:	AJ 365 LLC
Location:	One Stop Shop 1218 Hillcrest Road Suite C Mobile, AL 36695

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5522

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.22.2022

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

(Type of License)

TO: *AJ 365 LLC*

Trade Name: ONE STOP SHOP

Location: 1218 HILLCREST ROAD STE C MOBILE AL 36695

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5522

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P.O. Box 1151
Montgomery, AL 36101

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(Type of License)

TO: *AJ 365 LLC*

Trade Name: ONE STOP SHOP

Location: 1218 HILLCREST ROAD STE C MOBILE AL 36695

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 09.06.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5522

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

AJ 365 LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *AJ 365 LLC*

TRADE NAME: ONE STOP SHOP

LOCATED AT: 1218 HILLCREST ROAD STE C MOBILE AL 36695

☐ YES	☐ NO	☑ N/A	- Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A	- Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑ N/A	- Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R Shawn Skinner
(Revenue Department Representative)

CONTACT: ARIF M ALAM PHONE#: 407.719.8794

AGENDA DATE 09.06.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5522

☑ NEW APPLICATION ☐ TRANSFER-OWNERSHIP ☐ TRANSFER-LOCATION

AJ 365 LLC has filed application with the City of
(Name of Applicant)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *AJ 365 LLC*

TRADE NAME: ONE STOP SHOP

LOCATED AT: 1218 HILLCREST ROAD STE C MOBILE AL 36695

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R Shawn Skinner
(Revenue Department Representative)

CONTACT: ARIF M ALAM PHONE#: 407.719.8794

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **August 24, 2022**

Re: **Application # 5522 / 1218 Hillcrest Rd Ste C**

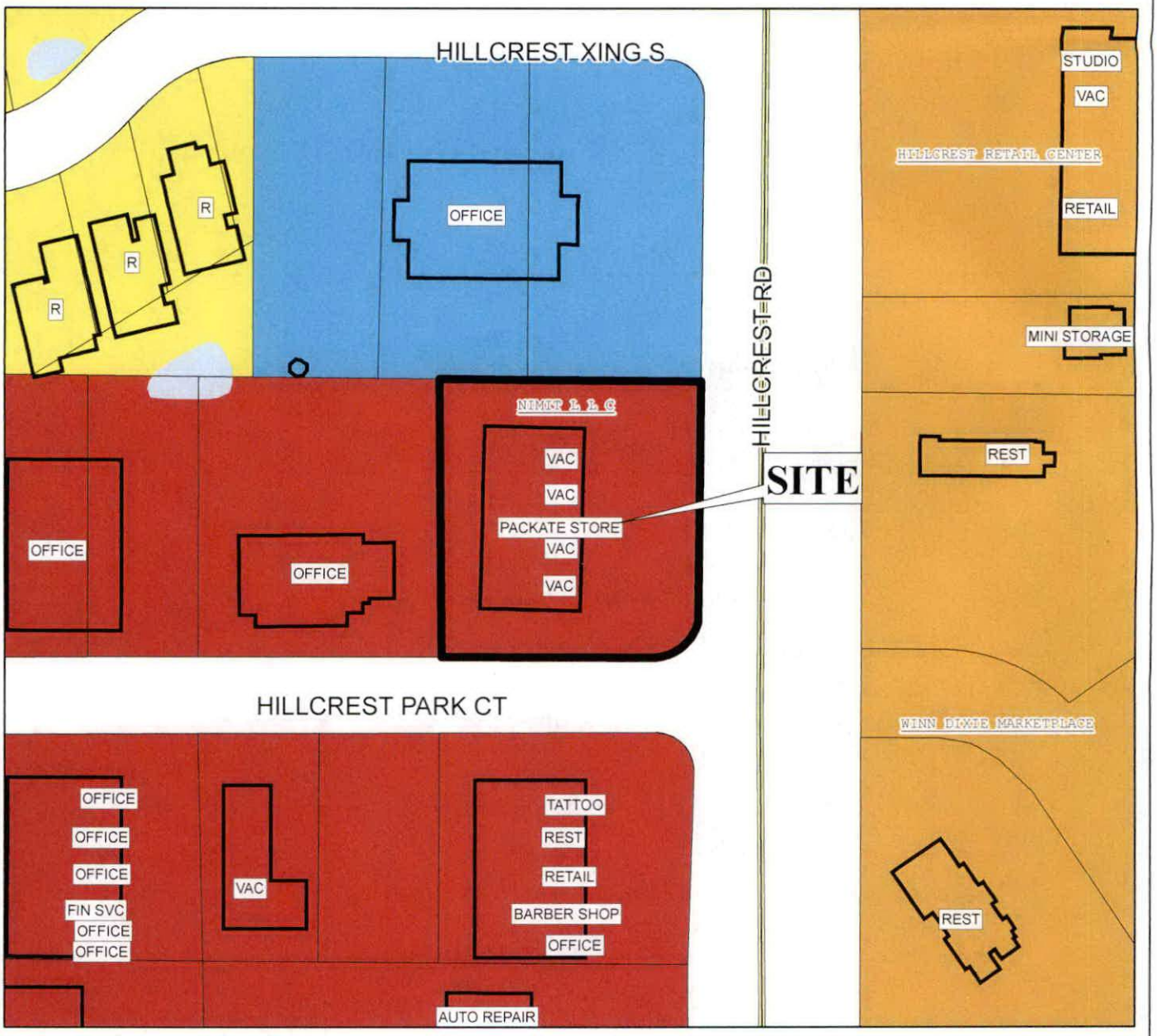
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Zoning Ordinance.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 6, Scott Jones (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5522 DATE SEPTEMBER 6, 2022

APPLICANT AJ 365 LLC

LOCATION 1218 HILLCREST ROAD STE C

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 08.22.2022
Application No: 5522

Type License: ***011 - LOUNGE RETAIL LIQUOR CLASS II (Package Store)***

Type License: ***N/A***

Name of Applicant(s) ***AJ 365 LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
ALAM, ARIF MAHMUD AL 8941556	MEMBER	04.10.1991 NOUKHILE BANGLADESH	

Corporate information: 001-026-840 (Enter book & page or document info) Date: 06.24.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***ONE STOP SHOP***

Location 1218 HILLCREST ROAD STE C MOBILE AL 36695

Mailing Address 6562 HUNTCLIFF COURT MOBILE AL 36608-3847
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? PACKAGE STORE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO AA

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ~~YES~~ NO

(If **YES**, explain in Law violation Section) **Signature of applicant**

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**

COUNTY OF MOBILE **TITLE** MEMBER **DATE** 08.22.2022

The undersigned AJ 365 LLC dba ONE STOP SHOP - ARIF M ALAM
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Signature of Affiant

Sworn to and subscribed before, me this 22 day of August Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person ARIF M ALAM E-mail: ALAMARIF1991@GMAIL.COM

Phone Number: Hor ell: 407.719.8794 Bus: 407.719.8794

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *YES*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 3500

License covers: *OTHER*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
ALAM, ARIF MAHMUD AL 8941556	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: MAS REALTY MANAGEMENT LLC 251.391.6789

Address of Property Owner/Lessor:

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) AA

Business License & Taxes
Bill Detail

View Bill 122790

Bill Year	2022
Bill Number	1367281
Owner Name	AL 365 LLC DBA ONE STOP SHOP

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

029737-0002 SHAWN S. 08/22/2022 01:00PM

BUSINESS LICENSE
AL 365 LLC DBA ONE STOP SHOP
122790
2022 Item: 1367281
ALCOHOL APPLICATION
FEE 50.00

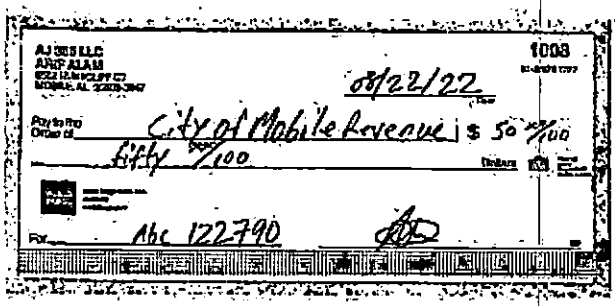
50.00

Subtotal 50.00
Total 50.00

CHECK 50.00
Check Number 1008

Change due 0.00

Paid by: AL 365 LLC DBA ONE STOP SHOP



Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220808134447593

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: ONE STOP SHOP **Filing Fee:** $50.00

Applicant: AL 365 LLC **Transfer Fee:**

Location Address: 1218 HILLCREST RD STE C MOBILE, AL 36695

Mailing Address: 1218 HILLCREST RD STE C MOBILE, AL 36695

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-026-840

Do you sell Draft Beer?:

Date Incorporated: 06/24/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 06/24/2022

Federal Tax ID: 88-3011970 **Alabama State Sales Tax ID:** R011502506

Name:	Title:	Date and Place of Birth:	Residence Address:
ARIF MAHMUD ALAM 8941556 - AL	MEMBER	04/10/1991 BANGLEDESH	6562 HUNTCLIFF CT MOBILE, AL 36608

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ARIF ALAM
Business Phone: 407-719-8794
Fax:

Home Phone: 407-719-8794
Cell Phone: 407-719-8794
E-mail: ALAM.ARIF1991@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220808134447593

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MAS REALTY MANAGEMENT LLC 251-391-6789
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 3500 Display Square Footage: 3000
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220808134447593

Initial each — **Signature page**

Initial each	
AA	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AA	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AA	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail, Special Events retail licenses, and Wine Festival and Wine Festival Participant licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
AA	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
AA	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
AA	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Arif M Alam

Signature of Applicant: [signature]

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220808134447593

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: PORTION OF SHOPPING CENTER AA

Filing/Transfer Fee Forfeiture Acknowledgement

I hereby understand that I have 5 working days to submit my alcohol application to the local governing body for approval. I understand that failure to submit my application within 5 days will result in forfeiture of my filing fee or transfer fee.

The application process must be completed within sixty (60) days from start to finish.

I also further understand that if my filing fee or transfer fees are forfeited, an additional filing or transfer fee is required to resubmit my alcohol application.

Trade Name: ONE STOP SHOP

Applicant: AJ 365 LLC

Location: 1218 HILLCREST RD STE C MOBILE AL 36695

Applicaton will be forfeited after: Thursday, December 8, 2022

sign here

Applicant's Signature

08/08/2022

Date

Local governing body:

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

Receipt Confirmation Page

Receipt Confirmation Number: 20220808134447593

Application Payment Confirmation Number: 85530362

Payment Summary	
Payment Item	Fee
Application Fee for License 011	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	$300.00	$300.00	$600.00
			$0.00
Total Amount to be Charged	$300.00	$300.00	$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: ONE STOP SHOP
Applicant Name: AL 365 LLC
Location Address: 1218 HILLCREST RD STE C
MOBILE, AL 36695
Mailing Address: 1218 HILLCREST RD STE C
MOBILE, AL 36695
Contact Person: ARIF ALAM
Contact Home Phone: 407-719-8794
Contact Business Phone: 407-719-8794
Contact Fax:
Contact Cell Phone: 407-719-8794
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: MEMBER

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20220808134447593

Application Payment Confirmation Number: 85530362

Payment Summary	
Payment Item	**Fee**
Application Fee for License 011	$50.00
Total Amount to be Charged	**$50.00**

Application Information

Application Type: APPLICATION

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Continue

Technical Support: 866-353-9468 or support@alabamainteractive.org

Version 2.8.4

INFORMATION SHEET

Contact Person: Arif M Alam **Phone #:** 407-719-8794

Business Name: One Stop Shop

Corporation Name: _____

Business Address: 1218 Hillcrest Rd suite # C, Mobile, AL 36608

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? NO **Building seating capacity:** _____

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? NO **If yes explain:**

_____

Square Feet of building _____

_____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

⇒ **Does club charge & collect dues from elected members?** _____
⇒ **How many paid-up members are there in the Club?** _____
⇒ **Are regular meetings held?** _____ **If so, when?** _____
⇒ **Is business conducted through officers regularly elected?** _____
⇒ **Are members admitted by written application, investigation & ballot?** _____
⇒ **For what purpose is the Club organized & operated. Social**____; **Patriotic**____;
Political____; **Athletic**____.
⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?**
_____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): AJ 365 LLC

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Arif M Alam

Social Security #_____ Race: Asian Sex: (✓)M ( )F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 04 / 10 / 1991

Place of Birth _____ Noakhile Bangladesh
County *State* *Nation*

Present Address: _____ rf _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: _____ Home# _____ Cell# 407-719-8794

****

Full Name (*First, Middle, Last*) _____

Social Security # _____ Race: _____ Sex: ( )M ( )F

Driver License# _____ State _____

Title (*i.e. Owner, President, Member*) _____

Date of Birth _____ / _____ / _____

Place of Birth _____
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: _____ Home# _____ Cell# _____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Arif M Alam / Nan				

I certify that the above information is correct and true.

Member — Date: 08/11/2022

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: _____
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: _____

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

FORM A

Name: Arif M Alam Account #:

Business Name: One Stop Shop

Business Location and Tax ID No.:

For Official Use Only	FORM A
Citizenship status confirmed by	Date

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☒ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION:

Under penalty of perjury, I, Arif M Alam *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 08/11/2022

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

July 28th, 2022

Dear Mr. Alam,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

X[redacted]ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXX

T[redacted]

NAME:ALAM,ARIF MAHMUD

SOC:312317893

ABI RESULT:NON-IDENT

SI[redacted]

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   AJ 365 LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): ARIF ALAM

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   6562 HUNTCLIFF CT Mobile, AL 36608

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-026-840 DLL

Date	06/24/2022
Time	13:53:00
File	$100.00
County	$100.00
Total	$200.00

365

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 6 / 24 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 1 : 53 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

6 / 24 / 2022
Date (MM/DD/YYYY)

SATY PUTCHA
Signature as required by 10A-5A-2.04

ORGANIZER
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

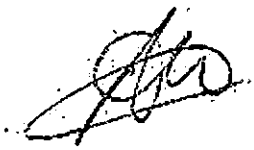
Additional Details

Organizers

Organizer	Street Address	Mailing Address
SATY PUTCHA		

MEMBERSHIP OF AJ 365 LLC

1. ARIF ALAM



John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

AJ 365 LLC

This name reservation is for the exclusive use of ARIF ALAM, 6562 HUNTCLIFF CT, MOBILE, AL 36608 for a period of one year beginning June 24, 2022 and expiring June 24, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 24, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES030909

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-28-2022

Employer Identification Number:
88-3011970

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

AJ 365 LLC
ARIF ALAM MBR

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3011970. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2023
Form 1065	03/15/2023
Form 944	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

AJ 365 LLC
1218 HILLCREST RD C
MOBILE, AL 36695-4023

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011502506	09/1/2022	12/31/2022

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 445320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet W. Heatherington

Deputy Commissioner

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Package Store
(Type of business)

AJ 365 LLC / DBA: One Stop Shop
(Name of applicant whether individual, corporation, etc.)

1218 Hillcrest Rd, M suite # C
(Location address for application)

Mobile AL 36695
City State Zip

3,500 Squar feet
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

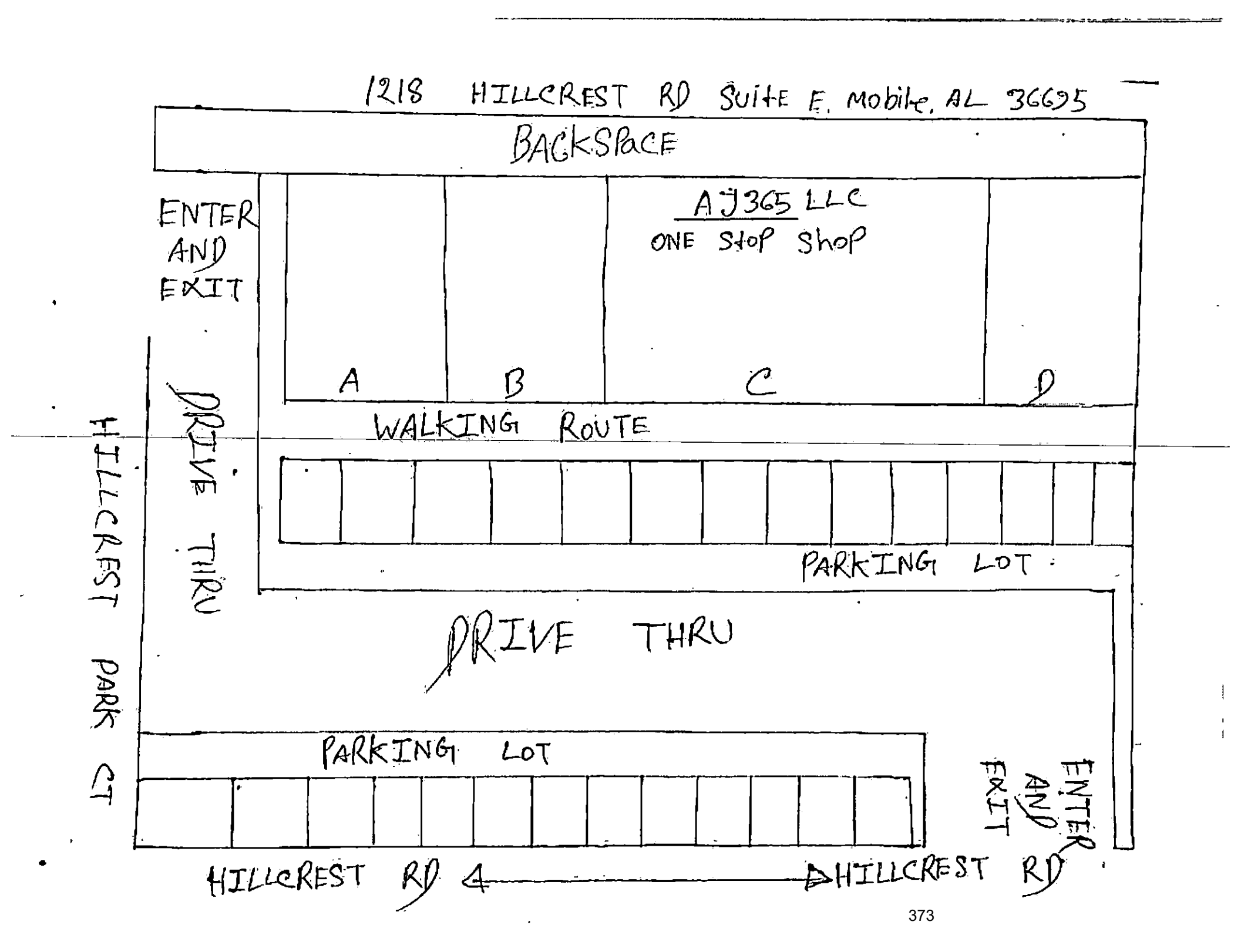
****

URBAN DEVELOPMENT DEPARTMENT

Zoning B-3 Parking Provided 27

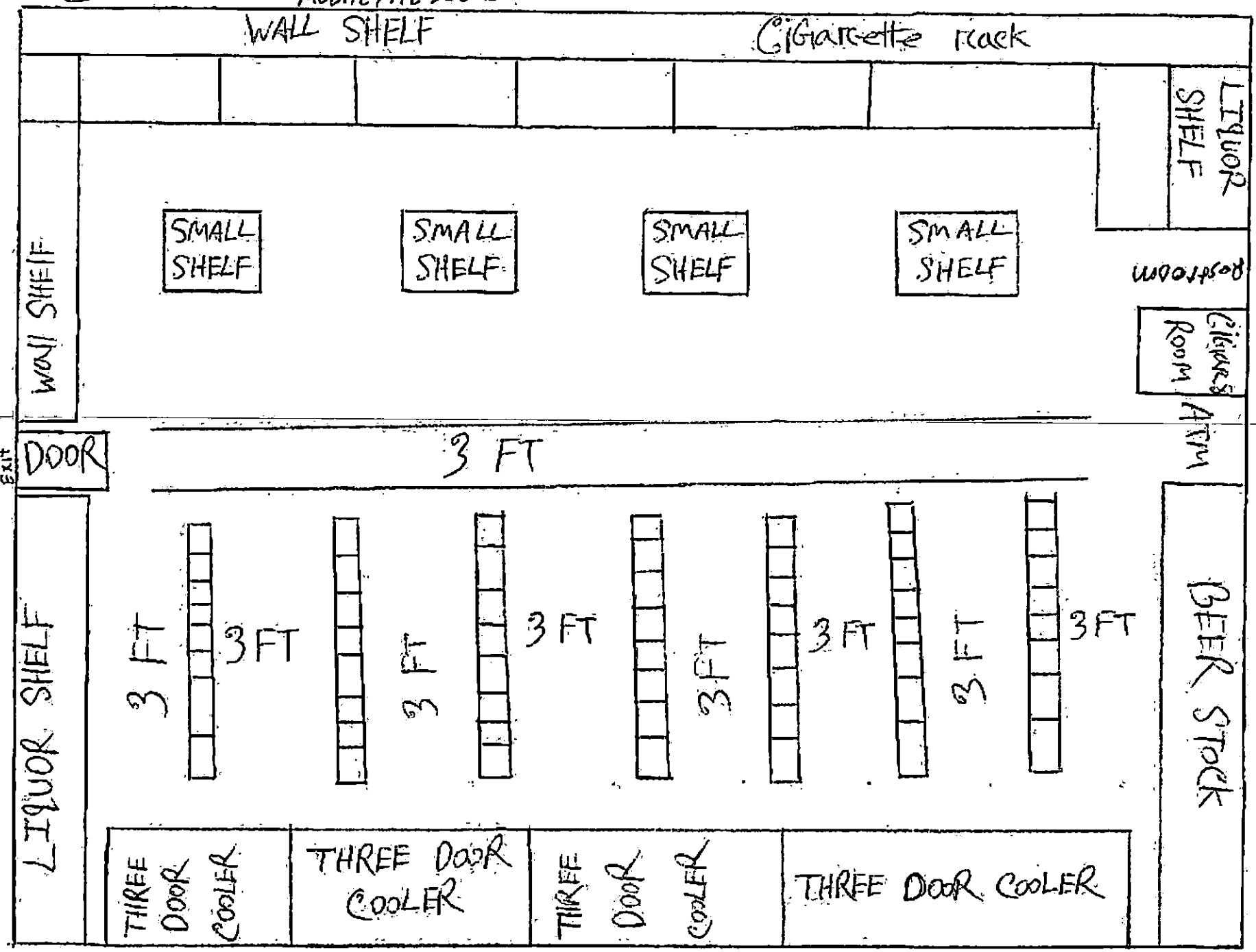
Parking Required 12 Compliance: X Yes ____ No

R. Logan Anderson 08/19/2022
(Signed by Urban Development Dept) Date


1218 HILLCREST RD Suite E, Mobile, AL 36695
BACKSPACE
ENTER AND EXIT
AJ365 LLC
ONE Stop Shop
A
B
C
D
WALKING ROUTE
DRIVE THRU
PARKING LOT
DRIVE THRU
HILLCREST PARK CT
PARKING LOT
ENTER AND EXIT
HILLCREST RD
HILLCREST RD

Date: 08/07/2024
Arif Alam

AJ's Cell / Vape Shop
1218 Hillcrest Rd, Suite #C
Mobile, AL 36695



LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to Arif M Alam who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 10 day of 8, 2022.

Madilynn Stringer
Notary Public

Property Owner — 08/10/2022
Date

08/03/2025
My Commission Expires

Licensee — 08/10/2022
Date

MADILYNN STRINGER NOTARY PUBLIC ALABAMA STATE AT LARGE

Mobile County Property Search

Key Number: 1701055 For Year 2022

Map



Property Details

Account	
Key Number:	1701055
Legal Description:	LOT 1 HILLCREST PROFESSINAL PARK MBK 38 P 98 #SEC 29 T4S R2W #MP28 09 29 4 000
Parcel Number:	280929400002201X
Type:	Real
Property Class:	2
Location	
Address:	1218 HILLCREST RD MO
Owner	
Name:	MAS REALTY MANAGEMENT LLC
Mailing Address:	2735 BENNINGTON DR MOBILE , AL 36695-2559
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

STATE OF ALABAMA
COUNTY OF MOBILE

COMMERCIAL LEASE

THIS LEASE is made this the 27 day of June, 2022, by and between Mas Realty Management, LLC of _____ ("Lessor") and AJ 365, LLC of _____ ("Lessee.") The Agent for Lessor is J. Gowan Lenaghan ("Agent")

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to-wit, together with improvements thereon ("Premises"):

1. DESCRIPTION: 3,500 SF +- of Retail space at 1218 Hillcrest Rd. Suite C, Mobile, AL 36695

2. TERM: for continuous use and occupancy by the Lessee as a Package Store and for no other different use or purpose, for and during the term of Two (2) years beginning on the 1 day of August, and ending on the 31 day of August, 2024.

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or Agent, at the Office of Agent, as fixed minimum rent for the Premises for the whole term hereunder, the sum of eighty-four thousand ($ 84,000) Dollars, which said sum is payable in the amount and manner, and for the rental period, hereinafter set forth:

$3,500 payable on the first of the month.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

The Lease can be cancelled by the tenant if not satisfied with the location given a ninety (90) day written notice.

3. SECURITY: Lessee has deposited with Lessor the sum of: thirty-five hundred Dollars ($ 3,500.00) as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee, without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

4. LATE CHARGE: In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late charge of $ 350, for each rental installment which is delinquent for ten (10) days or more.

5. POSSESSION: The Lessor covenants that the Lessee on paying the fixed minimum rent, and additional rent reserved, if any ("rent"), and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the Premises. However, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of the Premises provided the Lessor shall exercise due diligence to place the Lessee in possession.

6. AGENCY AND COMMISSIONS: In consideration of Agent's services in negotiating this Lease, Lessor agrees to pay Agent, a commission of 3% of the gross rents and additional rents payable during the term of this lease and any extensions, renegotiations, or renewals thereof; said commission to be paid as and when rents are paid by Lessee and, regardless of where, when or by whom said rents may actually be collected. Agent is hereby authorized to collect all rental due hereunder and to withhold therefrom, before remitting to Lessor, the amount due Agent as such commission.

In the event the Premises are sold to Lessee by Lessor, taken by condemnation, or if Lessor permits Lessee to cancel this Lease, the balance of commission, calculated for the remainder of the term, as then extended, shall become immediately due and payable by the Lessor, or in the alternative, Agent may demand and receive a commission on the sales price of Lessor's sale to Lessee in a minimum amount equal to the percentage provided for rental commission in the preceding paragraph. If but a part of the Premises are taken by condemnation and the Lessee continues to pay rental on the remainder, the commission payable based on such award will be calculated on a pro-rata basis with the balance of commissions to be paid out of the continuing rentals paid by Lessee on the remainder. Obligations of the Lessor hereunder shall be binding upon the Lessor, the Lessor's personal representatives, heirs, successors, assigns and/or grantees in title of the Premises, and the same shall be a charge upon the land, tenements and hereditaments thereof.

7. ALTERATIONS: Lessee will make no alterations in or to the Premises and will not paint any part of the improvements thereon without the written consent of the Lessor or Agent, except as otherwise herein provided, and in no event shall Lessee paint sprinkler heads, if sprinkler system exists on the Premises.

8. ADDITIONAL LESSEE'S DUTIES: Lessee will replace all plate and other glass, if and when broken; and will replace all keys lost or broken, keep the roof, gutters and downspouts clean, and will pay all bills for sewer, water, light and gas used on the Premises, and will keep the interior of the Premises, together with all electrical, plumbing (above or below the ground), elevators, heating, air conditioning, sprinkler systems, and other mechanical installations and/or systems therein, and interior ceilings, in good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after two days' written notice, and the Lessee will pay the Lessor the costs and expenses thereof, together with interest hereon at the highest legal rate, not to exceed 15% per annum, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be secured as additional rent under the terms of this lease.

Lessee shall maintain the Premises including any adjacent parking lots and yard areas in a clean and neat condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpsters providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the Premises.

9. LESSOR RELEASED: Lessor shall not be liable for any losses or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of elevators, heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, or plumbing, or any of them, nor shall Lessor be liable for any damage to any property on the Premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

08/10/2022
Date

Owner of Property (Signature)

MOHAMMAD AZMEER
Print Name of Property Owner

DR

36695
Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

08/10/2022
Date

Applicant's Signature

Arif Alam
Print Name of Applicant

Address

M
City

Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5522
Business Name	AJ 365 LLC
Company DBA	ONE STOP SHOP
Business Address	1218 HILLCREST ROAD STE C 36695
License Type	011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE)
Post Date	08.22.2022
Agenda Meeting Date	09.06.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: August 31, 2022

Re: Alcoholic Beverage License Application No. 5522
AJ 365 LLC
D/B/A: One Stop Shop
1218 Hillcrest Rd Suite C
Mobile, AL 36609
Arif Alam, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named One Stop Shop. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

_✓_ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

SEP 01 2022
CHIEF OF STAFF

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	4 Cases
Council District 2	William Carroll	5 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	4 Cases
Council District 5	Joel Daves	1 Case
Council District 6	Scott Jones	1 Case
Council District 7	Gina Gregory	1Case

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien 56

Funding Source

Project # Weed Lien Repeat 56 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien 56	Cover Memo	9/1/2022
resolution	Cover Memo	9/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/1/2022 - 2:20 PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **September 2, 2022**

SUBJECT: **Repeat Weed Lien Invoices G-56**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **56.** Please place these on the City Council's Agenda for **September 6, 2022.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN		
	GROUP 56	Res. No.	
6/13/2022	1st REPEAT WEED LIEN LETTERS SENT	11-058	
9/6/2022	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST		

Item No.		Dis	Old SRO/Case	New Case #	Initial	Times cut within	Amount Assessed	CBD CBO
1	1009 Alba St	3	27389	19358	10/19/2021	1	$ 282.00	
2	866 Baltimore St	3	27284	19359	11/9/2021	1	$ 50.00	CBO
3	2476 Morningside Dr	4	9866	19360	7/23/2019	3	$ 482.00	
4	1553 Orange St	2	27486	19361	7/20/2021	1	$ 282.00	
5	1207 Race Track Lane	3	27175	19362	11/10/2020	1	$ 282.00	
6	2209 Largo Ave	6	19068	19363	4/6/2021	2	$ 431.00	
7	663 Florida St Ext	1	27125	19364	10/5/2021	1	$ 326.00	
8	2559 Dohm St	1	27082	19366	7/21/2020	2	$ 382.00	
9	505 Donald St	1	26908	19367	6/16/2020	2	$ 50.00	CBO
10	416 Driver St	1	27198	19368	10/13/2020	2	$ 424.00	
11	1203 Oaklane Cir W	7	27296	19369	11/29/2021	1	$ 297.66	
12	2107 Robinson Dr	3	27326	19370	2/16/2021	1	$ 352.00	
13	2601 Morningside Dr	4	9933	19372	9/28/2001	1	$ 315.88	
14	400 LaRose Dr	5	8519	19373	6/1/2021	1	$ 282.00	
15	2651 Faure Dr S	4	27291	19374	7/20/2021	1	$ 361.45	
16	2500 Greenlawn Dr	4	27317	19375	10/22/2019	1	$ 324.00	
17	219 Rylands St	2	19046	19376	1/14/2020	1	$ 282.00	
18	520 Bizzell Ave	2	27199	19377	7/21/2020	1	$ 285.00	
19	251 N Pine St	2	27379	19378	7/21/2020	4	$ 282.00	
20	608 English St	2	19062	19062	10/22/2019	1	$ 50.00	CBO
	Total						$ 5,822.99	

District total for this group		Numbers of lots cut	
1	4	1	3
2	5	2	4
3	4	3	3
4	4	4	4
5	1	5	1
6	1	6	1
7	1	7	1
	20		17

*CBO Cut By Owner
*CBC Cut By Contractor
*N/A Taken out by Inspector
*UDL Undeveloped Lot
*ADD Added in from other Groups
*Fka Formerly known as

Mary Parker 9-1-22
Marchetta Davis 9-1-22

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **SQUARE RACHEL J**

Address: **1009 ALBA ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **56** Item # **1**

Lot Description: **LOT 48 BLOCK 1 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 080.XXX) 1009 ALBA ST**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,293	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia E Dean
SECRETARY

Marchetta Dante
INSPECTOR

Gary Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **EDWARDS TAMIKA**

Address: **4827 OLD NATIONAL HWY STE 11645**

City, State, Zip: **COLLEGE PARK, GA 30337-6234**

Repeat Group Number: **56** Item # **2**

Lot Description: **COM AT PT OF N/S OF BALTIMORE ST DIS 173 FT ELY FROM NE COR OF WASHINGTON AVE & BALTIMORE ST & RUN TH ELY ALG N/L OF BALTIMORE ST 50 FT TH NLY & PAR WITH WASHINGTON AVE 120 FT TH WLY & PAR WITH BALTIMORE ST 50 FT TH SLY & PAR WITH WASHINGTON AVE 120 FT M/L TO POB BEING LOT 4 BLK A TERRY SUB MCQUILLAN TRT DBK 80/327 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 153.XXX) 866 BALTIMORE ST**

Nuisance Date: 6/13/2022

Date lot was cut: //20212 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,415	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Dean

SECRETARY

Marchetta Jarte

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
September 2, 2022

Lot Owner: **KNIGHT MATTIE L**

Address: **2476 MORNINGSIDE DR**

City, State, Zip: **MOBILE, AL 36605-5216**

Repeat Group Number: **56** Item # **3**

Lot Description: **LOT 13 1ST UNIT MORNINGSIDE MANOR MBK 6 PG 431 #SEC 37 T5S R1W #MP32 02 37 0 005 (32 02 37 0 005 053.XXX) 2476 MORNINGSIDE DR**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,506	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	300.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	482.00

Shelia E Dean
SECRETARY

Marchetta Parke
INSPECTOR

Mary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
September 2, 2022

Lot Owner: **HILL ROBERT & LAURETTA**
C/O LAWRENCE W HILL
Address: **221 GLENSHIRE DR**
City, State, Zip: **COLUMBIA, SC 29203**
Repeat Group Number: **56** Item # **4**

Lot Description: **LOT 2 BLK 4 RICHARD SUB TROPICAL PLACE DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 014.XXX) 1553 ORANGE ST**

Nuisance Date: 6/13/2022
Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,439	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Sheila E Dean
SECRETARY
Marchetta Jarte
INSPECTOR
Tony Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
September 2, 2022

Lot Owner: **ADIBNEJAD CYRUS**

Address: **1140 WALL ST UNIT 1661**

City, State, Zip: **LA JOLLA, CA 92038-7068**

Repeat Group Number: **56** Item # **5**

Lot Description: **LOT 14 BLK C OAK HILL SUB DBK 85 PG 380 #SEC 27 T4S R1W #MP29 10 27 3 004 (29 10 27 3 004 065.XXX) 1207 RACE TRACK LN**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,834	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia Eastwood
SECRETARY

Marchetta Davis
INSPECTOR

Larry Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **GELPEY ROGER L**

Address: **40-B RIVER ST**

City, State, Zip: **DANVERS, MA 01923**

Repeat Group Number: **56** Item # **6**

Lot Description: **LOT 18 CLAREMONT SUB REC IN MBK 8 P 306 (2209 LARGO AVE #SEC 04 T5S R2W #MP33 02 04 2 001 (33 02 04 2 001 005.XXX) 2209 LARGO AVE**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,036	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	8	$	7.00	$	56.00
		Total Project Cost:			$	431.00

Stella E. O'Dear
SECRETARY

Marchetta Dante
INSPECTOR

Gary Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
September 2, 2022

Lot Owner: **SIMS BERNARD**

Address: **663 FLORIDA STREET EXT**

City, State, Zip: **MOBILE, AL 36617-2612**

Repeat Group Number: **56** Item # **7**

Lot Description: **LOT 3 BARBARA DALE 1ST ADD MBK 8 P 322 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 096.XXX) 663 FLORIDA STREET EXT**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,799	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		10	$	3.00	$	30.00
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	326.00

Shelia E Dean
SECRETARY

Marchetta Dante
INSPECTOR

Mary Locke
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **CALDWELL ROSEMARY**

Address: **84-688 ALA MAHIKU ST APT 156A**

City, State, Zip: **WAIANAE, HI 96792-1626**

Repeat Group Number: **56** Item # **8**

Lot Description: **LOT 2 STRAUSS ADD TO CRICHTON DBK 156 N.S. PG 61 #SEC 23 T4S R1W #MP29 07 23 0 006 (29 07 23 0 006 101.XXX) 2559 DOHM ST**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,017	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	382.00

Shelia Edwards
SECRETARY

Maschetta Foote
INSPECTOR

Gary Parker
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **SHAW DERRICK L & STEPHANIA K SHAW**

Address: **505 DONALD ST**

City, State, Zip: **MOBILE, AL 36617-3306**

Repeat Group Number: **56** Item # **9**

Lot Description: **LOT 1 JOSEPH C DOTCHVILLE S/D MAP BOOK 126 PAGE 124 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 543.001) 505 DONALD ST**

Nuisance Date: 6/13/2022

Date lot was cut: //20212 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft 31,535		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila E Dean
SECRETARY

Maschetta Oate
INSPECTOR

Jamy Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
September 2, 2022

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **56** Item # **10**

Lot Description: **COMMENCING AT THE SOUTHEAST CORNER OF ANDREWS AND DRIVER STREET THEN RUN SOUTHERLY ALONG THE EAST LINE OF DRIVER STREET 170 FT(S) TO THE POINT OF BEGINNING. RUN EASTERLY 120 FT THEN SOUTHERLY 61 FT THEN WESTERLY 120 FT THEN NORTHERLY 61 FT TO THE POINT OF BEGINNING (29 07 42 0 004 154.01X) 416 DRIVER ST**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,635	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		7	$	3.00	$	21.00
Debris Removal	Cubic Yard	4	$	7.00	$	28.00
		Total Project Cost:			$	424.00

Lydia E. Dean
SECRETARY

Marchetta Dante
INSPECTOR

Larry Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **ARETE INVESTMENT STRATEGIES LLC**

Address: **6151 DEL MAR DRIVE**

City, State, Zip: **PORT ORANGE, FL 32127**

Repeat Group Number: **56** Item # **11**

Lot Description: **LOT 9 BLK 2 OAK LANE SUB MBK 9 PG 22 #SEC 12 T4S R2W #MP28 01 12 2 002 (28 01 12 2 002 074.XXX) 1203 OAK LN CIR W**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,253	$	0.0125	$	140.66
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	297.66

Shelia Edwards
SECRETARY

Maychetta Tate
INSPECTOR

Adam Lockett
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **SMITH SAMUEL GENE**

& BOYCE MCKAY SMITH

Address: **7795 AUGUSTA COVE**

City, State, Zip: **SOUTHHAVEN, MS 38671**

Repeat Group Number: **56** Item # **12**

Lot Description: **LOT 16 BLK A DOG RIVER HGTS MBK 4 P 18-20 #SEC 37 T5S R1W #MP32 02 37 0 003 (32 02 37 0 003 038.XXX) 2107 ROBINSON DR**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,760	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	11	$	7.00	$	77.00
		Total Project Cost:			$	352.00

Shelia Eadeau
SECRETARY

Margaretta Davis
INSPECTOR

Amy Cochran
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **FINLEY AMOS LORENZO**

Address: **1905 CANAL ST**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **56** Item # **13**

Lot Description: **LOT 60 THIRD UNIT OF MORNINGSIDE MANOR MBK 8/194 #SEC 37 T5S R1W #MP32 02 37 0 005 (32 02 37 0 005 169.XXX) 2601 MORNINGSIDE DR**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,710	$	0.0125	$	158.88
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	315.88

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **VAUGHN KEVIN A**

Address: **P. O. BOX 91831**

City, State, Zip: **MOBILE, AL 36691**

Repeat Group Number: **56** Item # **14**

Lot Description: **LOT 10 BLK L BERKSHIRE HILLS PART C MBK 8 P 243 #SEC 38 T4S R2W #MP28 08 38 4 003 (28 08 38 4 003 001.XXX) 400 LA ROSE DR**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,579	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
31,535		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **KRAMER CARL H**

Address: **2651 S FAURE DR**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **56** Item # **15**

Lot Description: **LOT 208 GULF MANOR 2ND ADD MBK 9 P 121 #SEC 36 T5S R1W #MP32 03 36 0 003 (32 03 36 0 003 017.XXX) 2651 S FAURE DR**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		16,356	$	0.0125	$	204.45
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	361.45

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
September 2, 2022

Lot Owner: **SMITH JEREMY**

Address: **9616 AL HIGHWAY 22**

City, State, Zip: **MAPLESVILLE, AL 36750-3351**

Repeat Group Number: **56** Item # **16**

Lot Description: **LOT 74 MORNINGSIDE MANOR 1ST UNIT MBK 6 P 432 #SEC 06 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 181.XXX) 2500 GREENLAWN DR**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,901	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	7	$	7.00	$	49.00
		Total Project Cost:			$	324.00

Sheila Ed Decr
SECRETARY

Marbretta Tatt
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **ROBERTS MILDRED MCALEER**

Address: **119 SCARBOROUGH RD**

City, State, Zip: **CENTERVILLE, GA 31028**

Repeat Group Number: **56** Item # **17**

Lot Description: **LOT 26 BLK 4 LEXINGTON HGTS DBK 70/126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 121.XXX) 219 RYLANDS LN**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,453	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
31,535		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia E. Dean
SECRETARY

Marchetta Scott
INSPECTOR

Tony Tate
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

September 2, 2022

Lot Owner: **PITTS JOHN & MABEL PITTS**

C/O NAPOLEON PITTS

Address: **43 WALL ST**

City, State, Zip: **TRENTON, NJ 08609-1105**

Repeat Group Number: **56** Item # **18**

Lot Description: **LOTS 50 & 51 BOTH IN BLK 6 OF DIXIE PARK MBK 3 NS P 27 3 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 150.XXX) 520 BIZZELL AVE**

Nuisance Date: 6/13/2022

Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,212	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	285.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
September 2, 2022

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **56** Item # **19**

Lot Description: **PT OF LOTS 17 & 18 BLK 23 CAMP GROUND TRACT DBK 48/343 DESC AS BEG AT SE COR OF LOT 18 TH RUN NLY 72 FT TO A PT TH RUN WLY 50 FT TO A PT TH RUN SLY 72 FT TO A PT TH RUN ELY 50 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 482.XXX) 251 PINE ST**

Nuisance Date: 6/13/2022
Date lot was cut: 8/22/2022 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,559	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia Edgecan
SECRETARY
Margaretta Davis
INSPECTOR
Tony Lorton
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
September 2, 2022

Lot Owner: **MOORE MARY K**

C/O TIFFANY RICHARDSON

Address: **109 HUNTFIELD DRIVE**

City, State, Zip: **MADISON, AL 35758**

Repeat Group Number: **56** Item # **20**

Lot Description: **LOT 12 BLK 10 STRAUSS 2ND ADD TO WOLFF HGTS MBK 2/53 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 097.XXX) 608 ENGLISH ST**

Nuisance Date: 6/13/2022

Date lot was cut: //20212 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,085	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

CLERK

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group G-56** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUMCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR "2ND ANNUAL DIA-BEAT IT" 5K RUN/WALK THAT WILL BE HELD ON NOVEMBER 19, 2022 AT THE TRICENTENNIAL PARK

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION-GEMINI STUDIOZ EMPOWERMENT	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/1/2022 - 1:00 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wish to appropriate* ***$2,500.00*** *to Gemini Studioz Empowerment, from his discretionary funds*; and

WHEREAS, Gemini Studioz Empowerment, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Gemini Studioz Empowerment will be used for their "2nd annual "DIA-BEAT IT" 5K run/walk that will be held on November 19, 2022 at the Tricentennial Park,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$2,500.00*** *to Gemini Studioz Empowerment for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUND WILL BE USED TO ASSIST WITH DAYCARE FOR THE ELDERLY AND DISABLED

Amount of Contract:

$2,000.00

Funding Source

Project # DSC-01 / 10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE U.J. ROBINSON MEMORIAL CENTER, INC.	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/1/2022 - 1:27 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$2,000.00** to The U. J. Robinson Memorial Center, Inc., from his discretionary funds*; and

WHEREAS, *The U. J. Robinson Memorial Center, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The U J. Robinson Memorial Center, Inc*., will be used to assist with daycare for the elderly and disabled*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to U. J. Robinson Memorial Center, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE COST OF BUYING A VARIETY OF FOOD ITEMS TO BE DISTRIBUTED ONCE A MONTH TO THE COMMUNITY

Amount of Contract:

$7,000.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - SENIOR CITIZENS SERVICE, INC. dba VIA!	Cover Memo	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/30/2022 - 10:22 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$7,000.00** to Senior Citizens Services, Inc. dba VIA! from his discretionary funds*; and

WHEREAS, Senior Citizens Services, Inc. dba VIA*!* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Senior Citizens Sertvices, Inc. dba VIA! *will be used to assist with the cost of buying a variety of food items to be distributed once a month to the community*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$7,000.00** to Senior Citizens Services, Inc dba* VIA*!, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO PROVIDE SCHOOL UNIFORMS SHOES FOR STUDENTS AT CALLOWAY-SMITH MIDDLE SCHOOL AND FLORENCE HOWARD ELEMENTARY SCHOOL

Amount of Contract:

$2,000.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - STATE STREET COMMUNITY DEVELOPMENT CORPORATION	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/1/2022 - 1:21 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,000.00** to State Street Community Development Corporation, from his discretionary funds*; and

WHEREAS, *State Street Community Development Corporation,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to State Street Community Development Corporation*, will be used to provide school uniform shoes for students at Calloway-Smith Middle School and Florence Howard School Elementary School*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to State Street Community Development Corporation, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Rebecca Christian, Accounting Dept.

Sponsored by:

Councilmember Daves

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/2/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/2/2022 - 10:20 AM

60-

2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate* ***$3,635.00*** *to Country Club Estates Neighborhood Association, Inc., from his discretionary funds*; and

WHEREAS, *Country Club Estates Neighborhood Association, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Country Club Estates Neighborhood Association, Inc., will be used to purchase decorative poles for all the street and traffic signs throughout the neighborhood,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$3,635.00*** *to Country Club Estate Neighborhood Association, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE PRODUCTION OF LIGHTING FOR THE FRONT ENTRANCE OF THE NEIGHBORHOOD TO HELP ILLUMINATE THE ENTRANCE WHICH ACCOMMODATE SECURITY CAMERAS THAT IS LINKED TO THE MOBILE POLICE DEPARTMENT PROJECT SHIELD PROGRAM

Amount of Contract:

$2,000.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - SUGAR CREEK HOMEOWNERS ASSOCIATION, INC.	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/1/2022 - 1:36 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$2,000.00** to Sugar Creek Homeowners Association, Inc., from her discretionary funds*; and

WHEREAS, *Sugar Creek Homeowners Association, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Sugar Creek Homeowners Association, Inc., will be used for the production of lighting for the front entrance of the neighborhood to help illuminate the entrance which accommodates security cameras that is linked to the Mobile Police Department Project Shield Program*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to Sugar Creek Homeowners Association, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USEDAS AID TO THE RED CROSS AS THEY PREPARE TO RESPOND TO A VARIETY OF DISASTERS IN AND AROUND MOBILE COUNTY

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-08 / 10040580-42080	**Discretionary Funds** DSC-08
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - AMERICAN NATIONAL RED CROSS	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/1/2022 - 2:10 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Stimpson wish to appropriate* ***$2,500.00*** *to American National Red Cross, from his discretionary funds*; and

WHEREAS, American National Red Cross, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *American National Red Cross will be used as aid to the Red Cross as they prepare to respond to a variety of disasters and around Mobile county,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$2,500.00*** *to American National Red Cross, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/30/2022 - 4:07 PM
Accounting	Daniels, Bettye	Approved	8/31/2022 - 2:13 PM
Legal	Kern, Chris	Approved	9/1/2022 - 2:49 PM
Legal	Kern, Chris	Approved	9/1/2022 - 2:49 PM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:53 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, and any necessary amendments thereafter, between Uniti Fiber LLC. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Uniti Fiber LLC
Project Name:	McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street COM Project No. 2013-202-07 STPMB-7508(600)
Agreement:	Non-Reimbursable Agreement for Relocation of Utility Facilities on Private or Public Right-of-Way to be Performed by State Contractor

Adopted:

_____

City Clerk

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER STPMB-7508(600)

CITY NUMBER

CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and UNITY FIBER, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

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

7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.

8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 13 day of August, 20____.

WITNESS:

Uniti Fiber
(Legal Name of Utility)

BY: Ethan Stokley
(Signature)

Ethan Stokley
(Type or Printed Name)

Construction Manager
(Type or Printed Title)

107 St. Francis St.
(Address)

Mobile, AL 36602
(Address)

251-404-8364
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF _____

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/30/2022 - 4:08 PM
Accounting	Daniels, Bettye	Approved	8/31/2022 - 2:12 PM
Legal	Kern, Chris	Approved	9/1/2022 - 2:50 PM
Legal	Kern, Chris	Approved	9/1/2022 - 2:51 PM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:51 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, and any necessary amendments thereafter, between Alabama Power (Distribution). A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Alabama Power (Distribution)
Project Name:	McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street COM Project No. 2013-202-07 STPMB-7508(600)
Agreement:	Non-Reimbursable Agreement for Relocation of Utility Facilities on Private or Public Right-of-Way to be Performed by State Contractor

Adopted:

_____
City Clerk

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER STPMB-7508(600)

CITY NUMBER

CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL,** hereinafter referred to as the **CITY**, and Alabama Power (Distribution), hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street ; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

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

7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.

8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 24th day of AUGUST, 2022.

WITNESS:

Shane Perkins

Alabama Power Company
(Legal Name of Utility)

BY: John Trentham
(Signature)

John Trentham
(Type or Printed Name)

Transmission Line Services Supervisor
(Type or Printed Title)

600 North 18th Street, Bin 12S-0782
(Address)

Birmingham, Alabama 35291
(Address)

205-257-4117
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF _____

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/30/2022 - 11:44 AM
Accounting	Daniels, Bettye	Approved	8/31/2022 - 2:13 PM
Legal	Kern, Chris	Approved	9/1/2022 - 2:50 PM
Legal	Kern, Chris	Approved	9/1/2022 - 2:50 PM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:52 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, and any necessary amendments thereafter, between Spire-Gulf. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Spire-Gulf
Project Name:	McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street COM Project No. 2013-202-07 STPMB-7508(600)
Agreement:	Non-Reimbursable Agreement for Relocation of Utility Facilities on Private or Public Right-of-Way to be Performed by State Contractor
Adopted:	

_____
City Clerk

REVISED 11/18/2014

CITY FORM NO. 1

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER STPMB-7508(600)

CITY NUMBER

CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and SPIRE GULF, hereinafter referred to as the **UTILITY**

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following. McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street, and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated, and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same, and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense,

NOW, THEREFORE, the parties hereto agree as follows.

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation

2 The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference

4 Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM) The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

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

7 Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made

8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities

9 The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement

10 The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work

11 Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 18 day of August, 2022

WITNESS:

Spire Gulf
(Legal Name of Utility)

BY

(Signature)

Karl H. Ficken
(Type or Printed Name)

General Manager
(Type or Printed Title)

2828 Dauphin St Mobile, AL
(Address)

(Address)

(Telephone)

RECOMMENDED FOR APPROVAL:

BY
CITY ENGINEER/ENGINEER-OF-RECORD

BY.
REGION ENGINEER

CITY OF

BY.
MAYOR

APPROVED

BY.
STATE LOCAL TRANSPORTATION ENGINEER

DATE

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Nick Amberger, PE. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/30/2022 - 11:45 AM
Accounting	Daniels, Bettye	Approved	8/31/2022 - 2:13 PM
Legal	Kern, Chris	Approved	9/1/2022 - 11:25 AM
Legal	Kern, Chris	Approved	9/1/2022 - 11:25 AM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:27 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, and any necessary amendments thereafter, between Comcast Cable Communication of Alabama. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Comcast Cable Communication of Alabama
Project Name:	McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street COM Project No. 2013-202-07 STPMB-7508(600)
Agreement:	Non-Reimbursable Agreement for Relocation of Utility Facilities on Private or Public Right-of-Way to be Performed by State Contractor

Adopted:

_____

City Clerk

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER STPMB-7508(600)

CITY NUMBER

CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and COMCAST CABLE COMMUNICATION OF ALABAMA, hereinafter referred to as the **UTILITY.**

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street ; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

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

7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.

8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 3RD day of AUGUST, 20 22.

WITNESS:

Dorothy M Lewis

BY:

Comcast Cable Communication of Alabama
(Legal Name of Utility)

John Dickerson
(Signature)

John Dickerson
(Type or Printed Name)

Construction Specialist
(Type or Printed Title)

3248 Springhill Ave
(Address)

Mobile, AL 36607
(Address)

(251) 348-2234
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF _____

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/30/2022 - 11:45 AM
Accounting	Daniels, Bettye	Approved	8/31/2022 - 2:12 PM
Legal	Kern, Chris	Approved	9/1/2022 - 11:18 AM
Legal	Kern, Chris	Approved	9/1/2022 - 11:18 AM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:27 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, and any necessary amendments thereafter, between Centurylink Communications, LLC. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Centurylink Communications, LLC.
Project Name:	McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street COM Project No. 2013-202-07 STPMB-7508(600)
Agreement:	Non-Reimbursable Agreement for Relocation of Utility Facilities on Private or Public Right-of-Way to be Performed by State Contractor

Adopted:

_____

City Clerk

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER STPMB-7508(600)

CITY NUMBER

CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Centurylink Communications, LLC, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

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

7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.

8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 24th day of August, 2022.

WITNESS:

Lisa Riedel

BY: James Parsons
(Signature)

Centurylink Communications, LLC
(Legal Name of Utility)

James Parsons
(Type or Printed Name)

Sr. Network Implementation Program Manager
(Type or Printed Title)

113 Bayview Drive
(Address)

Daphne, AL 36526
(Address)

678-526-3767
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF _____

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	8/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/30/2022 - 11:46 AM
Accounting	Daniels, Bettye	Approved	8/31/2022 - 2:11 PM
Legal	Kern, Chris	Approved	9/1/2022 - 2:51 PM
Legal	Kern, Chris	Approved	9/1/2022 - 2:51 PM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:52 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, and any necessary amendments thereafter, between A T & T Alabama. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	A T & T Alabama
Project Name:	McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street COM Project No. 2013-202-07 STPMB-7508(600)
Agreement:	Non-Reimbursable Agreement for Relocation of Utility Facilities on Private or Public Right-of-Way to be Performed by State Contractor

Adopted:

_____

City Clerk

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER STPMB-7508(600)

CITY NUMBER

CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and AT&T ALABAMA, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

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

7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.

8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 19 day of AUGUST, 2022.

WITNESS:

Scotty L. Lewis

AT&T ALABAMA
(Legal Name of Utility)

BY: Roger Michael Smith
(Signature)

Roger Michael Smith
(Type or Printed Name)

MANAGER OSP DESIGN
(Type or Printed Title)

2155 OLD SHELL RD
(Address)

MOBILE, AL 36607
(Address)

251-591-6630
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF _____

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for additional cameras and hardware for Routeware garbage collection route management system.

General fund.

Amount of Contract:

$21,030.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220826 Routeware Agenda Package POs	Cover Memo	8/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/1/2022 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13479	2022	(2090B) GARBAGE COLLECTION	ADDITIONAL CAMERAS AND HARDWARE FOR ROUTEWARE GARBAGE COLLECTION ROUTE MANAGEMENT SYSTEM (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$21,030.00	(296885) ROUTEWARE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE -Q-02061-1, AND HGAC CONTRACT NO FL03-21.			
	REF OUR CONTRACT WITH ROUTEWARE DATED AUG 3, 2021.			
001	ACTUATOR KIT FOR HD ANDROID AND WINDOWS	2.00 EACH	105.00000	210.00
	1 1000.40.20.2070.2090.2070.0000.0000.42200.			210.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	CAMERA CONTROLLER (CAMERA NOT INCLUDED)	2.00 EACH	475.00000	950.00
	1 1000.40.20.2070.2090.2070.0000.0000.42200.			950.00

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	STANDARD HD CAMERA FOR CAMERA CONTROLLER WITH CABLE	10.00 EACH	90.00000	900.00
1	1000.40.20.2070.2090.2070.0000.0000.42200.			900.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
004	MONITOR FOR CAMERA CONTROLLER	2.00 EACH	40.00000	80.00
	1 1000.40.20.2070.2090.2070.0000.0000.42200.			80.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
005	CAMERA POWER KIT FOR WINDOWS TABLET	2.00 EACH	30.00000	60.00
	1 1000.40.20.2070.2090.2070.0000.0000.42200.			60.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To			

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
006	REVERSE CAMERA CONNECTOR KIT (ANDROID)	4.00 EACH	40.00000	160.00
	1 1000.40.20.2070.2090.2070.0000.0000.42200.			160.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	DUAL FACING HD DASH CAMERA (INTERIOR ONLY) FOR CAMERA CONTROLLER WITH CABLE	2.00 EACH	140.00000	280.00
	1 1000.40.20.2070.2090.2070.0000.0000.42200.			280.00

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
008	VIDEO SERVICE HARDWARE	28.00 EACH	450.00000	12600.00
1	1000.40.20.2070.2090.2070.0000.0000.42200.			12600.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
009	DUAL FACING HD DASH CAMERA (INTERIOR ONLY), REINSTALL KIT (CAMERA NOT INCLUDED)	2.00 EACH	70.00000	140.00
	1 1000.40.20.2070.2090.2070.0000.0000.42200.			140.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
010	CAMERA CONTROLLER, REINSTALL KIT (MDVR NOT INCLUDED)	2.00 EACH	85.00000	170.00
	1 1000.40.20.2070.2090.2070.0000.0000.42200.			170.00

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
011	STANDARD HD CAMERA, REINSTALL KIT (CAMERA NOT INCLUDED)	2.00 EACH	40.00000	80.00
1	1000.40.20.2070.2090.2070.0000.0000.42200.			80.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
012	HEAVY DUTY TABLET 10", INSTALLATION KIT FOR SAMSUNG TAB ACTIVE PRO	2.00 EACH	150.00000	300.00
1	1000.40.20.2070.2090.2070.0000.0000.42200.			300.00

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

013	ACTUATOR SIGNAL INSTALLATION	2.00 EACH	150.00000	300.00
1	1000.40.20.2070.2090.2070.0000.0000.42200.			300.00

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved Page 9

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
014	VEHICLE INSTALLATION	4.00 EACH	300.00000	1200.00
1	1000.40.20.2070.2090.2070.0000.0000.42200.			1200.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
015	CAMERA SYSTEM INSTALLATION	4.00 EACH	300.00000	1200.00
1	1000.40.20.2070.2090.2070.0000.0000.42200.			1200.00

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

016	ADDITIONAL CAMERA INSTALLATION	12.00 EACH	150.00000	1800.00
1	1000.40.20.2070.2090.2070.0000.0000.42200.			1800.00

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.42200. Review: Buyer: Status: Approved Page 11

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
017	BACKUP CAMERA AUTO TRIGGER INSTALLATION	4.00 EACH	150.00000	600.00
1	1000.40.20.2070.2090.2070.0000.0000.42200.			600.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Requisition Link

Requisition Total 21030.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.42200.	21030.00	260692.10
SANITATION EXP	PROFESSIONAL & TECHNICAL	

Bill To	Requisition 00013479-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/22	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	07/29/22	KINA ANDREWS	
Approved	07/29/22	JAMES DELAPP	Auto approved by: 910515803
Approved	07/29/22	MARC VASSALLO	Auto approved by: 910515803
Approved	08/26/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/26/22	DONALD ROSE	
Approved	08/26/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/26/22	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 7BBC4530-575E-4583-AAA0-24E2CA36158A

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Routeware, Inc., hereinafter referred to as the Contractor, having its principal place of business at 16525 SW 72nd Avenue, Portland, OR 97224.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

DocuSign Envelope ID: 7BBC4530-575E-4583-AAA0-24E2CA36158A

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

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NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Mar 01 2021 and ends Feb 28 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any

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subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

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Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

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notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

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If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

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ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

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A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and

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policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

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ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable.

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For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement (“Agreement”) between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

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Routeware, Inc

Signature DocuSigned by: Tom Malone 9CD063A5A28F402...

Name Tom Malone

Title CEO

Date 3/3/2021

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/3/2021

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

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ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

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d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

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ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘‘Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

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In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

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every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

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

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ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

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

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Attachment A
Routeware, Inc.
Fleet Services Equipment
Contract No. FL03-21

Applicable items are the catalogs listed in the table below, as well as any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Specific System / Solution Price
FL21G04	Routeware	"Basic" solution (route management solution for solid waste programs): per vehicle license, priced as a single vehicle; home office license; web based fleet management; cloud hosted; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Xirgo *XT-2050C* GPS transponder-cellular modem (OBDII interface); home office software includes dashboards, reports, mapping, route playback, geofencing, breadcrumb trails; vehicle proximity to landmarks and addresses; Alerts & notifications include speeding, idling, engine on/off, mileage, time	Standard "Basic" solution: $338 (inclusive of GPS unit with associated standard wiring, cabling, etc., applicable base software, as well as 12 months of support)
FL21G05	Routeware	"Premium" solution (route management solution for solid waste programs): per vehicle license, priced as a single vehicle; home office license; web based fleet management; operations efficiency; cloud hosted and onsite server options; inclusive of Basic solution features; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Sierra Wireless *GX400* GPS transponder-cellular modem (OBDIII interface); touch screen computer options; driver records pickups, skips, extras, timers, comments; turn-by-turn directions; route based or work order based; home office software includes: dashboards, route management, work order management, alerts, driver messaging interface, route details, customer service, mapping, reporting; mapping functionality includes: bread crumb trails, route playback, geofencing, proximity to landmarks and addresses; alerts and notifications include speeding, idling, engine on/off, mileage, time, behind schedule, off route, timers	Standard "Premium" solution: $3,116 (inclusive of GPS/onboard computer unit with full install kit (standard cabling, wiring, etc.) as well as the base perpetual software license; requires Routeware Control Center licensing ($15k…$188/vehicle after first 15)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Galls LLC for 93 body-armor carrier vests for MPD.

General fund.

Amount of Contract:

$20,553.00

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220825 Galls Agenda Package POs	Cover Memo	8/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/1/2022 - 2:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11937	2022	(1530) POLICE ADMIN SERVICES	93 BODY-ARMOR CARRIER-VESTS FOR MPD (BUY BOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$20,553.00	(70216) GALLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011937-00 FY 2022
ACCOUNTS PAYABLE	PO 22013359
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227 Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	VEST PROTECTIVE, CARRIER ONLY, POINT BLANK BODY ARMOR, EXTERNAL, LAPD NAVY, SIZES: XS - 2XL LENGTH: SHORT, REGULAR, LONG, X LONG, GUARDIAN GEN 3 CARRIER, BADGE-CROSS BUTTONS, 1ST INITIAL LAST NAME (SILVER LETTERS), BACK ID PANEL TO READ: POLICE (SILVER LETTERS), VENDOR TO PROVIDE: MFT MODEL #FRONT GDF_000JFR, GDF_000JFL, MOLLE NO ZIPPER COVER, BACK GDB_000JBK, TOP LOAD NO MOLLE. CONFIGURED FOR MOBILE POLICE DEPARTMENT. AS PER BUY BOARD CONTRACT #670-22. Additional Description Notes ---------- PAUL PRINE WILLIAM JACKSON MELVIN JONES WILLIAM REED LINDA TIMS MATTHEW GARRETT BILLIE ROWLAND RODNEY GREELEY JONATHAN LEE JIMMY BAILEY SEAN BLACK RONALD BROWN CHARLES DEGEER	93.00 EACH	221.00000	20553.00

Bill To	Requisition 00011937-00 FY 2022
ACCOUNTS PAYABLE	PO 22013359
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
GALLS LLC
P O BOX 71628

CHICAGO, IL 60694-1628

Tel#859-266-7227
Fax 859-269-3492

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	WILLIAM HUDSON			
	MATTHEW JAMES			
	THEODORE JOHNSON			
	STANLEY LADNIER			
	LEE PIERCE			
	BRIAN REEHER			
	LOUIS SCREWS			
	KENDALL STERRETT			
	THOMAS TERRELL			
	PAUL ALFORD			
	JEFFERY BOOTH			
	ARMAND CAMPBELL			
	JEFFERY CORLEY			
	JUDD CREPEAU			
	JOHN FORWARD			
	JOHN GOODWIN			
	JOSHUA JOERGER			
	MICHAEL KELLEY			
	REGINALD LAMBERT			
	JAMES MANNING			
	JEREMY MARCH			
	JOHN MOLYNEUX			
	DENNIS OWENS			
	TERENCE PERKINS			
	CHRIS REED			
	JERALD RIPPLE			
	CHARLES ROGERS			
	DONAVAN TAYLOR			
	LATONYA TAYLOR			
	BENJAMIN TOWARNYCKYJ			
	NICHOLAS VEGLIACHICH			

Bill To	Requisition 00011937-00 FY 2022
ACCOUNTS PAYABLE	PO 22013359
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor
GALLS LLC
P O BOX 71628

CHICAGO, IL 60694-1628

Tel#859-266-7227
Fax 859-269-3492

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	WILLIAM WALKER			
	PAUL WORKMAN			
	NOAH ANDERSON			
	AARON ATKINS			
	RICHARD BETTNER			
	RYAN BLAKELY			
	JASON BULLOCK			
	JEREMY BURCH			
	JOHN CANNING			
	SHAUN CHRISTIAN			
	RICHARD CURD			
	SCOTT DAVIS			
	MATTHEW DEGEER			
	STEVE HASSELL			
	MARCUS HOWELL			
	JOHN JACKSON			
	BRYAN JOHNSON			
	NATHANIEL MCCARTY			
	DAVID MCMEANS			
	CHARLES MILLER			
	SHONEE MINGO			
	PAUL ONDERDONK			
	JERMAINE ROGERS			
	SHAWN SCHLUMPF			
	HENRY SIECK			
	ARCHIE TOWNSEND			
	GEORGE BUSBY			
	MATTHEW BUTLER			
	JACQUELINE CHESTANG			
	TERRY CLARK			
	CHARLES DEWBERRY			

Bill To	Requisition 00011937-00 FY 2022
ACCOUNTS PAYABLE	PO 22013359
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor
GALLS LLC
P O BOX 71628

CHICAGO, IL 60694-1628

Tel#859-266-7227
Fax 859-269-3492

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	DAVID DRAIME RORY GRAVES NATHAN JONES BRITTNEY LATNER ALEX LOTT BLAKELY MILES JULIUS NETTLES BRADFORD PENTON IAN REBHORN DAVID REYES RONALD ROBINSON JOHN SCROGGINS JAMAL SLAUGHTER RILEY STEWART SR ALBERT WHITE Vendor Item Inventory Item/Loc 15279			
1	1000.30.15.1530.1542.1530.0000.0000.44070.			20553.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Bill To	Requisition 00011937-00 FY 2022
ACCOUNTS PAYABLE	PO 22013359
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor
GALLS LLC
P O BOX 71628

CHICAGO, IL 60694-1628

Tel#859-266-7227
Fax 859-269-3492

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			20553.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44070.	20553.00	913264.35
SUPPORT SERVICE DIV EXP UNIFORMS		

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

Activity	Date	Clerk	Comment
Approved	06/29/22	TAMMY BROADHEAD	Auto approved by: 910519622
Approved	06/29/22	STEPHANIE DURGIN	

Authorized By: _____ Date: _____
Signature

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

4/28/2022

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer
Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exists. *Id.*

Should the Department receive notice that BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Siteone Landscape Supply LLC for Rainbird irrigation controllers, sensors, cartridges, and cabinets for various parks.
General fund.

Amount of Contract:

$19,720.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220829 Siteone Agenda Package POs	Cover Memo	8/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/1/2022 - 2:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12030	2022	(2012) PARKS MAINTENANCE	RAINBIRD IRRIGATION CONTROLLERS, SENSORS, CARTRIDGES, & CABINETS FOR VARIOUS PARKS (SEALED BID 5719)	$19,720.00	(293780) SITEONE LANDSCAPE SUPPLY LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5719 AND QUOTE BY KEITH McGINTY.			
001	IRRIGATION SYS/SUP/PART/ACC: IQ NETWORK COMM CARTRIDGE-ETHERNET, SITEONE## IQNCCEN. ...FOR COOPER RIVERSIDE PARK	4.00 EACH	1150.00000	4600.00
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			4600.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2..FOR COOPER	4.00 EACH	480.00000	1920.00

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	RIVERSIDE PARK			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			1920.00
	Ship To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
	Delivery Reference			
	CATHY HANKINS			
	Deliver To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
003	IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE## WR2RFC. FOR COOPER RIVERSIDE PARK	4.00 EACH	65.00000	260.00
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			260.00

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
004	IRRIGATION SYS/SUP/PART/ACC: CATHEDRAL SQUARE--IQ NETWORK COMM CARTRIDGE-ETHERNET SITEONE## IQNCCEN Vendor Item	1.00 EACH	1150.00000	1150.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			1150.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To			

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
005	IRRIGATION SYS/SUP/PART/ACC:CATHEDRAL SQUARE: RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2 Vendor Item	1.00 EACH	480.00000	480.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			480.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
006	IRRIGATION SYS/SUP/PART/ACC: CATHEDRAL--RAIN BIRD RAIN/FREEZE	1.00 EACH	65.00000	65.00

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEON## WR2RFC Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			65.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
007	IRRIGATION SYS/SUP/PART/ACC: BIENVILLE SQUARE--IQ NETWORK COMM CARTRIDGE-ETHERNET, SITEONE## IQNCCEN Vendor Item	1.00 EACH	1150.00000	1150.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			1150.00

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
008	IRRIGATION SYS/SUP/PART/ACC: BIENVILLE SQUARE--RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2 Vendor Item	1.00 EACH	480.00000	480.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			480.00

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
009	IRRIGATION SYS/SUP/PART/ACC: BIENVILLE SQUARE--RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE# WR2RFC Vendor Item	1.00 EACH	65.00000	65.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			65.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
010	IRRIGATION SYS/SUP/PART/ACC: MARDI GRAS PARK--IQ NETWORK COMM CARTRIDGE-ETHERNET, SITEONE## IQNCCEN Vendor Item	1.00 EACH	1150.00000	1150.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			1150.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
011	IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR	1.00 EACH	480.00000	480.00

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved Page 9

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2 Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			480.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
012	IRRIGATION SYS/SUP/PART/ACC: MARDI GRAS PARK: RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE## WR2FRC Vendor Item	1.00 EACH	65.00000	65.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			65.00

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
013	IRRIGATION SYS/SUP/PART/ACC: SPANISH PLAZA--IQ NETWORK COMM CARTRIDGE-ETHERNET, SITEONE## IQNCCEN Vendor Item	4.00 EACH	1150.00000	4600.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			4600.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To			

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
014	IRRIGATION SYS/SUP/PART/ACC: SPANISH PLAZA--RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE## ESPLXME2 Vendor Item	4.00 EACH	480.00000	1920.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			1920.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
015	IRRIGATION SYS/SUP/PART/ACC:SPANISH	4.00 EACH	65.00000	260.00

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	PLAZA--RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE## WR2RFC Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			260.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
016	IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD METAL CABINET FOR ESPLX CONTROLLER, SITEONE## LXMM Vendor Item	1.00 EACH	450.00000	450.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			450.00

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
017	IRRIGATION SYS/SUP/PART/ACC: RAIN BIRD METAL PEDESTAL FOR ESPLX CONTROLLER, SITEONE## LXMMPED Vendor Item	1.00 EACH	625.00000	625.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS. .			625.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE			

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC	LANGAN PARK DELIVERIES TO SAGE
1560 CODY ROAD SOUTH	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-639-1565	Delivery Reference
Fax 251-666-5996	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 19720.00

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

Account			Amount	Remaining Budget
E C0500	.OPERSUPPLS.	.	19720.00	147266.56

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	19720.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	08/29/22	JAMES NEESE JR	GL Allocation, GL Allocation,
Approved	07/01/22	DANIEL OTTO	
Approved	08/29/22	DANIEL OTTO	
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/29/22	BRENDA RHODES	
Approved	08/29/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/29/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/29/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/29/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/29/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/29/22	JOHN PAINE	Auto approved by: 910514396

Bill To	Requisition 00012030-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Approved Page 15

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/22	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 08/29/22 MICHAEL SPAFFORD		Auto approved by: 910514396	

Authorized By: _____ Date: _____
Signature

ANALYSIS

RFQ # 12030

BID #5719

11 EACH IQ NETWORK COMM CARTRIDGE-ETHERNET, REF:SITEONE #IQNCCEN.

SITEONE EACH PRICE $ 1150.00

FIS EACH PRICE $ 1151.0614

11 EACH RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 PLASTIC WALL MOUNT ENCLOSURE, REF: SITEONE #ESPLXME2.

SITEONE EACH PRICE $ 480.00

FIS EACH PRICE $ 486.9628

11 EACH RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, REF: SITEONE #WR2RFC.

SITEONE EACH PRICE $ 65.00 VIA LOCAL PREFERENCE

FIS EACH PRICE $ 64.98

1 EACH RAIN BIRD METAL CABINET FOR ESPLX CONTROLLER, REF:SITEONE #LXMM

SITEONE EACH PRICE $ 450.00

FIS EACH PRICE $ 467.84

1 EACH RAIN BIRD METAL PEDESTAL FOR ESPLX CONTROLLER, REF:SITEONE #LXMMPED

SITEONE EACH PRICE $ 625.00

FIS EACH PRICE $ 650.00

PRICES MUST BE STATED ON THESE RFQ SHEETS.

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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:
8/12/2022	5719	PARKS DEPARTMENT	48 N SAGE AVE, MOBILE, AL 36607

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, August 26, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

EQUIPMENT IRRIGATION

The City of Mobile is requesting prices for irrigation items as per attached RFQ.

Prices must be stated on attached RFQ. Failure to state prices on attached RFQ will cause rejection of your bid.

All prices quoted are to be delivered prices F.O.B Mobile.

No bid bond is required.

QUOTE ITEMS AS SPECIFIED, RAIN BIRD ONLY.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41- 16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID #5719

11 EACH IQ NETWORK COMM CARTRIDGE-ETHERNET, REF:SITEONE #IQNCCEN.

EACH PRICE_____

11 EACH RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR
12 PLASTIC WALL MOUNT ENCLOSURE, REF: SITEONE #ESPLXME2.

EACH PRICE_____

11 EACH RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE,
REF: SITEONE #WR2RFC.

EACH PRICE_____

1 EACH RAIN BIRD METAL CABINET FOR ESPLX CONTROLLER, REF:SITEONE #LXMM

EACH PRICE_____

1 EACH RAIN BIRD METAL PEDESTAL FOR ESPLX CONTROLLER, REF:SITEONE #LXMMPED

EACH PRICE_____

PRICES MUST BE STATED ON THESE RFQ SHEETS.

PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department 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:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 21 Apple IPad Pro tablets with cases for MPRD.

General fund.

Amount of Contract:

$27,998.67

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220829 CDW Agenda Package POs	Cover Memo	8/31/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/1/2022 - 2:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14196	2022	(2012) PARKS MAINTENANCE	21 APPLE IPAD PRO TABLETS WITH CASES FOR MPRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT AT PRICE LESS THAN STATE CONTRACT)	$27,998.67	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014196-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER SOURCEWELL #081419-CDW TECH CATALOG			
001	ITEM: Apple 11 inch iPad Pro Wi Fi Cellular 3rd generation tablet 256 GB Supplier Part No: 6512884 Manufacturer Part No: MHMW3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509	21.00 EACH	1099.69000	23093.49
	1 1000.40.20.2030.2012.2005.0000.0000.44020.			23093.49
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ITEM: CDW Product Protection Premium 3 Years iPad Supplier Part No: 6027449 Manufacturer Part No:	21.00 EACH	158.69000	3332.49

Bill To	Requisition 00014196-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	CDW2000IPDUCAD36D Manufacturer Name: Safeware Supplier Quote No: 37171 NIGP: UNSPSC: 43000000			
1	1000.40.20.2030.2012.2005.0000.0000.44020.			3332.49
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
003	ITEM: OtterBox Defender Series Pro back cover for tablet Supplier Part No: 6542288 Manufacturer Part No: 77-82262 Manufacturer Name: OtterBox Supplier Quote No: 37171 NIGP: UNSPSC: 53121705	21.00 EACH	74.89000	1572.69
1	1000.40.20.2030.2012.2005.0000.0000.44020.			1572.69

Bill To	Requisition 00014196-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	LANGAN PARK DELIVERIES TO SAGE
230 N MILWAUKEE AVE	48 N. SAGE AVE.
	MOBILE, AL 36607
VERNON HILLS, IL 60061	HANKINSC@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 27998.67

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	27998.67	6586.93
PARKS MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/19/22	DANIEL OTTO	
Approved	08/29/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/29/22	DONALD ROSE	Approved by: 9105fola
Approved	08/29/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/29/22	JOHN PAINE	Auto approved by: 910516727
Approved	08/29/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00014196-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	LANGAN PARK DELIVERIES TO SAGE
230 N MILWAUKEE AVE	48 N. SAGE AVE.
	MOBILE, AL 36607
VERNON HILLS, IL 60061	HANKINSC@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Asplundh Tree Expert LLC for tree limb removal and trimming, and tree removal on Dauphin St.

General fund.

Amount of Contract:

$109,000.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220831 Asplundh Agenda Package POs	Cover Memo	8/31/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/1/2022 - 2:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14391	2022	(2018) FORESTRY	TREE AND TREE-LIMB REMOVAL/TRIMMING ON DAUPHIN ST (SEALED BID 5701)	$109,000.00	(295712) ASPLUNDH TREE EXPERT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014391-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC	URBAN FORESTRY
708 BLAIR MILL ROAD	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILLOW GROVE, PA 19090	PETER.TOLER@CITYOFMOBILE.ORG
Tel#215-784-1372	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB REMOVAL, TRIMMING, AND TREE REMOVAL ON DAUPHIN ST FROM CANADIAN NATIONAL RAILROAD CROSSING WEST TO MCGREGOR AVE TO INCLUDE THE SERVICE ROAD THAT ARE BETWEEN THE 2 ABOVE END POINTS. AS PER MY BID #5701 AND YOUR QUOTE	1.00 EACH	109000.00000	109000.00
1	1000.40.20.2070.2018.2070.0000.0000.42070.			109000.00

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Requisition Link

Requisition Total 109000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.	109000.00	76849.93
FORESTRY EXP	CONTRACT LABOR	

Bill To	Requisition 00014391-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC	URBAN FORESTRY
708 BLAIR MILL ROAD	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILLOW GROVE, PA 19090	PETER.TOLER@CITYOFMOBILE.ORG
Tel#215-784-1372	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	08/26/22	KINA ANDREWS	Auto approved by: 910518527
Approved	08/26/22	JAMES DELAPP	
Approved	08/26/22	MARC VASSALLO	Auto approved by: 910518527
Approved	08/29/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/29/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/29/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/29/22	JOHN PAINE	
Approved	08/29/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5701
TREE LIMB AND TREE REMOVAL

CHRIS FRANCIS TREE CARE	$242,000.00
ASPLUNDH TREE EXPERT	$109,000.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/28/2022	5701	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, THURSDAY, JULY 14, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

TREE LIMB AND TREE REMOVAL

Tree Limb Removal, Trimming and Tree Removal on Dauphin St from the Canadian National Railroad crossing west to McGregor Ave as per the following and attached.

Work is defined on the attached sheets.

A Pre Bid Meeting will be held in the parking lot of Dauphin Way Baptist Church, facing Dauphin St at 8:30am on Thursday, July 7, 2022.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions should be sent to purchasing@cityofmobile.org
Do Not Direct Questions to Departments. Questions posed Directly to Departments and Answers received are not official and will not be honored.

Only Questions and Answers delivered through the purchasing@cityofmobile.org will be official and honored.

Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order.

TO BE AWARDED ON AN ALL OR NONE BASIS.

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. Tree Pruning: Prune trees along the specified roadway to a height of sixteen feet (16') from the road surface and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

   DAUPHIN STREET and its service roads (both sides) from its intersection at Canadian National Railroad crossing west to the intersection with MCGREGOR AVENUE.

2. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. Tree Pruning over Sidewalks: Prune branches over the sidewalk to a height of seven feet (7') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Quote or any activities conducted pursuant thereto, Contractor agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

    a. General Liability insurance- public liability including premises, products and complete operations.
        (1) Bodily injury liability:
            $250,000 each person
            $500,000 each occurrence
        (2) Property damage liability- $100,000 each occurrence.
            Or, (in lieu of (1) and (2) above
        (3) Bodily injury and property damage combined-
            $500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability- $100,000 each occurrence.

Or, (in lieu of(l) and (2) above)
Bodily injury and property damage combined-
$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

10. Contractor will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to

discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 15 (fifteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and Saturday, between the hours of 9:00 am an 4:00 pm.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 30 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

6. Prior to invoice payment, City of Mobile Forestry staff will confirm that the work is complete and in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:

1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.

2. Copy of Bidder's City of Mobile business license.
3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.

E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

1. Register as a vendor with the City of Mobile.
2. Submit proof of enrollment in the Federal E-Verify program
3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department 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:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Insight Public Sector for 65 refurbished HP Elitedesk G3 800 desktop computers for MPD.

General fund.

Amount of Contract:

$38,827.10

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220831 Insight Agenda Package POs	Cover Memo	8/31/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/1/2022 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11734	2022	(1530) POLICE ADMIN SERVICES	65 REFURBISHED HP ELITEDESK G3 800 DESKTOP COMPUTERS FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$38,827.10	(296399) INSIGHT PUBLIC SECTOR

Adopted:

_____

City Clerk

Bill To	Requisition 00011734-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
INSIGHT PUBLIC SECTOR	POLICE HEADQUARTERS
P O BOX 731072	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DALLAS, TX 75373-1072	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	296399				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER OMNIA PARTNERS IT PRODUCTS & SERVICES #4400006644 AND YOUR QUOTATION NUMBER 225387262.			
001	EQUIPMENT COMPUTER, USED/REFURBISHED:	65.00 EACH	597.34000	38827.10
	Additional Description Notes			
	HP ELITEDESK 800 G3-MINI TOWER DESKTOP INTEL CORE I7-7700 3.6GHZ/16GB RAM/1TB SSD/DVDRW/WIN 10,INTEGRATED GRAPHICS,GBE, PRO 64 BIT			
	JOY1-5013-REF			
	1 YEAR WARRANTY			
	REFURB GRADE A			
	Vendor Item			
	Inventory Item/Loc 15078			
1	1000.30.15.1530.1530.1530.0000.0000.44020.			38827.10
	Ship To			
	POLICE HEADQUARTERS			
	2460 GOVERNMENT STREET			
	MOBILE, AL 36606			
	Deliver To			
	POLICE HEADQUARTERS			
	2460 GOVERNMENT STREET			
	MOBILE, AL 36606			

Bill To	Requisition 00011734-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INSIGHT PUBLIC SECTOR	POLICE HEADQUARTERS
P O BOX 731072	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DALLAS, TX 75373-1072	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	296399				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			38827.10

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	38827.10	782616.31
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/30/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/30/22	DONALD ROSE	Approved by: 9105fola
Approved	08/30/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/30/22	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

NOTICE OF AWARD

Date: FEB 2 3 2016

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACT NUMBER: 4400006644

RFx: RFP2000001701

NIGP CODES: 20453, 20454, 20464, 20491, 20625, 20654, 20656, 20678, 20687, 20811, 20827, 83885, 91828, 92024, 92031, 92037, 92045, 92047

CONTRACT PERIOD: May 1, 2016 through April 30, 2019

RENEWALS: Four (4) optional one year renewals
(or any combination of time equally not more than four years)

SUPERSEDES CONTRACT: 4400001195

CONTRACTOR:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE:
1000000125

Contact: Erica Falchetti
Telephone: (800) 467-4448 x3071
E-mail: Erica.Falchetti@insight.com

TERMS: Net 30 Days

FOB: Destination

PRICES: See https://www.insight.com/insightweb/welcome and the Attached Pricing Summary

DPSM CONTACT: Lonnette Robinson, Contracts Specialist Supervisor
Telephone: 703-324-3281; TTY: 711
Fax: 703-324-3228
E-mail: Lonnette.Robinson@fairfaxcounty.gov

ORDERING INSTRUCTIONS:
Any County Department may enter into FOCUS (Fairfax County Unified System) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold ($10k) will be routed to DPSM and a purchase order will be executed.

Lonnette Robinson
Contracts Specialist Supervisor

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tonya Mills/e
DIT – Ron Shoram/e
DPSM, ACS Team 1 – J. Waysome-Tomlin

PRICING SUMMARY

Cisco Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software	36%		36%
Learning Credits	0%		0%
Cisco Technical and Maintenance Services (SKU based)	8%		8%
Cisco / Insight Advanced / Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non-Incumbent	All
	16%	8%	28%

Publisher	Cost Plus %
Microsoft	3.50%

PRICING SUMMARY

Percent Discount from Insight Price List:

Product Category	Description	Discount %
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Printing/Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
	Printer Accessories	3.6%

PRICING SUMMARY

Product Category	Description	Discount %
Printing/Imaging	POS Scanners	3.6%
	POS Displays	3.8%
	POS Accessories	4.1%
Power Related	Power UPS	1.3%
	Power Surge Protectors	5.5%
	Power Data Center	3.0%
	Power Accessories	4.6%
Networking	Memory Networking	4.0%
	Network Video	2.8%
	Wireless LAN Accessories	3.1%
	Wireless Accessories	3.4%
	Repeaters & Transceivers	2.7%
	10/100 Hubs & Switches	1.5%
	Gigabit Hubs & Switches	2.4%
	KVM	4.1%
	Bridges & Routers	2.5%
	Intrusion Detection	2.9%
	Hardware Firewalls	2.7%
	Telephony	2.0%
	Network Adapters	2.9%
	Networking Accessories	4.5%
	Networking Warranties	2.8%
	Networking Communication	2.9%
	Network Testing Equipment	2.3%
Servers & Data Center	Memory Server	4.0%
	Servers 1 Processor	3.0%
	Servers 2 Processor	2.3%
	Servers 4+ Processor	2.4%
	Servers Tower	2.4%
	Servers Blade	2.8%
	Server Accessories	2.9%
	Servers Unix	2.1%
Storage & Data Management	Hard Disks Fibre Channel	2.7%
	Hard Disks IDE/ATA/SAT	6.2%
	Hard Disks Notebook	2.8%
	Hard Disks SCSI	2.5%
	Hard Disks External	2.7%
	Disk Arrays	2.8%
	Disk Arrays JBOD	2.8%
	Drives Removable Disk	3.4%

PRICING SUMMARY

Product Category	Description	Discount %
Storage & Data Management (cont.)	Tape Drives DLT	2.9%
	Tape Drives DAT	2.8%
	Drives Magneto-Optic	2.7%
	Tape Drives SDLT	2.8%
	Tape Drives LTO/Ultra	2.9%
	Tape Drives Travan	2.8%
	Tape Drives 4mm	2.8%
	Tape Drives 8mm/VXA	4.8%
	Tape Drives AIT	2.5%
	Tape Autoloaders DLT	2.3%
	Tape Autoloaders DAT	2.8%
	Tape Autoloaders LTO	2.3%
	Tape Autoloaders AIT	2.8%
	Optical Drives CD-ROM	2.5%
	Optical Drives CD-RW	2.7%
	Optical Drives DVD/CD	0.3%
	Optical Drives DVD-R	3.1%
	Optical Drives DVD-R	2.8%
	Adapters Fibre Channel	2.5%
	Adapters FireWire/US	1.2%
	Adapters IDE/ATA/SAT	3.2%
	Adapters RAID	2.5%
	Adapters SCSI	0.3%
	Storage NAS	2.3%
	Storage SAN	2.7%
	Storage Accessories	3.2%
	Media 4mm Tape	4.8%
	Media AIT Tape	4.5%
	Media Optical	4.7%
	Media DAT Tape	4.8%
	Media DLT Tape	4.2%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.2%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Software	Software Computer Security	2.8%
	Software Backup	2.8%
	Software Financial	2.8%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Software Spreadsheet	2.8%
	Software Business Application	2.8%
	Software Personal Organization	2.8%
	Software Cloning	2.8%
	Software Report Analysis	2.8%
	Software Handheld	2.8%
	Software Flow Chart	2.8%
	Software Word Processing	2.8%
	Software Barcode/OCR	2.8%
	Software CAD/CAM	2.8%
	Software Database	2.8%
	Software Web Development	2.8%
	Software Development	2.8%
	Software Collaboration	2.8%
	Software Graphic Design	2.8%
	Software Virtualization	2.8%
	Software Network OS	2.8%
	Software OS	2.8%
	Software Reference	2.8%
	Software Warranties	2.8%
	Software Utilities	2.8%
	Licensing Computer Security	2.0%
	Licensing Backup	2.0%
	Licensing Financial	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Business Application	2.0%
	Licensing Personal Organization	2.0%
	Licensing Cloning	2.0%
	Licensing Report Analysis	2.0%
	Licensing Handheld	2.0%
	Licensing Flow Chart	2.0%
	Licensing Word Processing	2.0%
	Licensing Barcode/OC	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Database	2.0%
	Licensing Web Development	2.0%
	Licensing Development	2.0%
	Licensing Collaboration	2.0%
	Licensing Graphic Design	2.0%
	Licensing Virtualization	2.0%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Reference	2.0%
	Licensing Warranties	2.0%
	Licensing Utilities	2.0%
Services	Service Parts	3.6%
	Miscellaneous Solutions	0.7%
	Service Charge	0.7%
	Managed Services	0.7%
	Lab Fees	0.7%
	PC Lab Order Service	0.7%
	Internal Lab Service	0.7%
	Advanced Integration	0.7%
	Electronic Services	0.7%
	Asset Disposal	0.7%
	Asset Management	0.7%
Training	Training Courses	0.7%
	Training Reference	0.7%
Warranties	Warranties Physical	1.5%
	Warranties Electronic	1.5%
	Complex Warranties	1.5%

PRICING SUMMARY

Service Categories	Discount off MSRP
Consulting Services	15%
Consulting Services focus on assisting clients with the development of specific strategies, assessments, planning, design and implementation of solutions. These services include (but are not limited to): Collaboration, Data Protection, Data Center, Insight:License Advisor (I:LA), Networking, Office Productivity, SAM Services and Cloud Professional Services.	
Deployment Services	15%
Deployment Services focus on assisting clients in deploying and maintaining their IT environment. Services involved include (but are not limited to) helping our clients successfully manage every component of their deployment project to ensure project timelines, budgetary requirements, and customer satisfaction goals are met or exceeded. These services include both single and multi-site deployments.	
Out-sourced Programs	15%
Insight's Out-sourced Programs provide on premise (on-site) and centralized (managed) resources to effectively selective-source IT lifecycle functions. Through these services, Insight provides our clients with support and management of their enterprise IT assets with published SLA's and flexible pricing options such as fixed, per-unit, per-seat or monthly. Services typically include service desk, hardware and software provisioning, desk-side support, infrastructure support, warehousing & logistics, and centralized device repairs.	
Maintenance Services	10%
For clients who need specific assistance with managing portions of their IT infrastructure, Insight offers our maintenance services programs. These include both Field and Remote Based service options.	
Lab/Integration Services	1%
Leverage Insight's certified technicians to perform a wide variety of services from software imaging and hardware configuration to complex builds of rack servers and networks in Insight's state-of-the-art ISO 9001:2008 certified labs. We offer the highest level of customization possible including large-scale rollouts of workstations, servers and connectivity equipment, as well as hot-swap programs.	
IT Asset Disposal	1%
Insight's Asset Disposal Service consists of a comprehensive end-to-end Asset Disposition program for a wide variety of electronic materials. This service allows our clients to responsibly and securely dispose of their obsolete IT asset inventory.	
Service Desk	1%
Insight's Service Desk is a global, cost-effective, 24x7x365 staffed solution with the flexibility and scalability designed to meet business requirements and support end users effectively. Support services can be provided as a remote service from one of our on-shore services centers, as a dedicated on-site service, or as a hybrid model.	

PRICING SUMMARY

	Service Categories	Discount off MSRP
Remote Network and Security Managed Services		**1%**
Through our Remote Networking Services, Insight provides our clients with 24/7 proactive monitoring and management of client network infrastructure which includes expert troubleshooting, network project support, day-to-day administration and operational reporting.		
Other Services Not Listed Above		**1%**
As may be offered by Insight from time to time.		

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP	Contract Price			
		Market Tier					Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
A	Business Analyst I, Project Coordinator (Technical), Service Technician	$57.60	$61.20	$78.00	$79.56	15%	$48.96	$52.02	$66.30	$67.63
B	Business Analyst II, Service Technician Sr.	$63.60	$67.20	$74.40	$87.36	15%	$54.06	$57.12	$63.24	$74.26
C	Supervisor Services, Project Coordinator Sr. (Technical), Business Analyst Sr.	$79.20	$80.40	$104.40	$104.52	15%	$67.32	$68.34	$88.74	$88.84
D	Engineer	$90.00	$91.20	$112.80	$118.56	15%	$76.50	$77.52	$95.88	$100.78
E	Project Manager (Technical)	$108.00	$108.00	$135.60	$140.40	15%	$91.80	$91.80	$115.26	$119.34
F	Consultant I	$150.00	$156.00	$174.00	$202.80	20%	$120.00	$124.80	$139.20	$162.24
G	Engineer Sr.	$126.00	$127.20	$157.20	$165.36	15%	$107.10	$108.12	$133.62	$140.56
H	Project Manager Sr. (Technical), Manager Services	$144.00	$150.00	$182.40	$195.00	15%	$122.40	$127.50	$155.04	$165.75
I	Project Coordinator (Consulting), Consultant II, Consultant I (Contact Center)	$174.00	$180.00	$198.00	$234.00	15%	$147.90	$153.00	$168.30	$198.90
J	Consultant Sr., Consultant II (Contact Center)	$198.00	$210.00	$234.00	$273.00	20%	$158.40	$168.00	$187.20	$218.40

PRICING SUMMARY

Labor Category	Functional Roles (Sample Titles)	Insight MSRP Market Tier				Discount off MSRP	Contract Price Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
K	Project Coordinator Sr. (Consulting), Sr. Manager Services	$198.00	$201.60	$211.20	$262.08	15%	$168.30	$171.36	$179.52	$222.77
L	Architect I, Manager Programs, Project Manager (Consulting)	$210.00	$222.00	$246.00	$288.60	15%	$178.50	$188.70	$209.10	$245.31
M	Architect II , Project Manager Sr. (Consulting)	$234.00	$246.00	$270.00	$319.80	15%	$198.90	$209.10	$229.50	$271.83
N	Architect Sr., Architect I (Contact Center)	$258.00	$270.00	$300.00	$351.00	15%	$219.30	$229.50	$255.00	$298.35
O	Architect II (Contact Center)	$300.00	$300.00	$300.00	$300.00	15%	$255.00	$255.00	$255.00	$255.00
P	Sr. Architect (Contact Center)	$330.00	$330.00	$330.00	$330.00	15%	$280.50	$280.50	$280.50	$280.50
Q	Specialty	$370.50	$390.00	$432.90	$507.00	15%	$314.93	$331.50	$367.97	$430.95

PRICING SUMMARY

Geographic Market Tiers – Updated 12/10/15 Tier 1	**Tier 2**	**Tier 3**	**Tier 4**
Atlanta, GA	Albuquerque, NM	Baltimore, MD	New York, NY
Austin, TX	Arlington, TX	Boston, MA	Oakland, CA
Charlotte, NC	Bakersfield, CA	Chicago, IL	San Francisco, CA
Columbus, OH	Cleveland, OH	Fresno, CA	San Jose, CA
Dallas, TX	Colorado Springs, CO	Long Beach, CA	
El Paso, TX	Denver, CO	Los Angeles, CA	
Fort Worth, TX	Detroit, MI	Minneapolis, MN	
Houston, TX	Kansas City, MO	Philadelphia, PA	
Indianapolis, IN	Las Vegas, NV	Portland, OR	
Jacksonville, FL	Miami, FL	Sacramento, CA	
Louisville, KY	Milwaukee, WI	San Diego, CA	
Memphis, TN	New Orleans, LA	Seattle, WA	
Nashville, TN	Phoenix, AZ	Virginia Beach, VA	
Oklahoma City, OK	Raleigh, NC	Washington, DC	
Omaha, NE	Tucson, AZ		
San Antonio, TX			
St. Louis, MO			
Tampa, FL			
Tulsa, OK			
Wichita, KS			

DocuSign Envelope ID: A3E491E5-86BE-44DE-AC9C-EB6D343E41D7

County of Fairfax, Virginia

AMENDMENT

Date: 1/15/2021

AMENDMENT NO. 5

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Insight Public Sector, Inc. 6820 South Harl Avenue Tempe, AZ 85283	1000000125	4400006644

By mutual agreement, Contract 4400006644 is amended to renew for two (2) years at existing prices, terms and conditions, effective May 1, 2021 through April 30, 2023.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY: _____ SVP Connected Workforce IEI
(Signature) (Title)

Mike Gaumond 1-7-21
(Printed) (Date)

DocuSigned by:
Lee Ann Pender
E239B762E600465...

Cathy A. Muse, CPPO
Director/County Purchasing Agent
for

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
Omnia – deborah.bushnell@omniapartners.com
Contract Specialist Supervisor- Jamie Pun
ACS Team 1 – Cynthia Parker
Contractor – robert.crigler@insight.com
terry.rasconPritchard@insight.com

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Graybar Electric Co Inc for 12 aluminum decorative street lighting poles with fixtures for McGregor Ave

CIP

Amount of Contract:

$40,111.68

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220831 Graybar Agenda Package POs	Cover Memo	8/31/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/1/2022 - 2:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12189	2022	(2060) TRAFFIC ENGINEERING	12 ALUMINUM DECORATIVE STREET LIGHTING POLES WITH FIXTURES FOR MCGREGOR AVE (SEALED BID 5710)	$40,111.68	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012189-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5710			
001	POLE, DECORATIVE, ALUMINUM BASE, GLOBAL LIGHTING PERSPECTIVES WITH 150W MH FIXTURE GP137-12-TN4/GCFI-TOP-0/BT POLE, CP148/BH9D/AD70PC-CL/S20/150WMH-120 V/BT	12.00 EACH	3342.64000	40111.68
	Additional Description Notes			
	VENDOR TO SUPPLY GLOBAL LIGHTING PERSPECTIVES WITH 150W MH FIXTURE GP137-12-TN4/GCFI-TOP-0/BT POLE, CP148/BH9D/AD70PC-CL/S20/150WMH-120V/BT			
	Vendor Item			
	Inventory Item/Loc 18261			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0435 .OPERSUPPLS. .			40111.68
	Ship To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	MARYBETH BERGIN			

Bill To	Requisition 00012189-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 40111.68

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

Account			Amount	Remaining Budget
E C0435	.OPERSUPPLS.	.	40111.68	765214.68

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	40111.68	782616.31

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	07/05/22	NICHOLAS AMBERGER	
Approved	08/30/22	NICHOLAS AMBERGER	
Approved	07/05/22	BRENDA RHODES	
Approved	07/05/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/05/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/25/22	SANDRA LEWIS	
Rejected	08/25/22	SANDRA LEWIS	need to combine and item #
Approved	08/31/22	DONNA MICHELE STANLEY	Auto approved by: 910518227

Bill To	Requisition 00012189-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	075199				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/31/22	DONALD ROSE		Auto approved by: 910518227	
	Approved	08/31/22	SANDRA LEWIS			
	Approved	08/31/22	JOHN PAINE		Auto approved by: 910518227	
	Approved	08/31/22	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5710

ELECTRICAL SUPPLIES

VENDORS		GRAYBAR	STUART IRBY		
Line	Items				
1	GLOBAL LIGHTING PERSPECTIVES 150W MH FIXTURE GP137-12-TN4/GCFI-TOP-0/BT POLE, CP148/BH9D/AD70PC-CL/S20/150WMH-120V/BT	$ 3,342.64	$ 4,762.22		

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/21/2022	5710	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, August 12, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Qty 5-20	**AREA LIGHTING DECORATIVE ALUMINUM POLE ASSEMBLY** Decorative Aluminum Pole Assembly as per the attached specifications. Make _____ Model _____ Vendor may be asked to provide a sample of product after the closing of of the bid. Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods. All items must meet requirements as per the attached specifications. Literature and Specifications are required with bid. Quote delivered pricing FOB Destination. Pole Assembly to be compatible with existing equipment in use by the City of Mobile.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

See reverse side of page 1 of Bid for instructions and conditions.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID.

TO BE AWARDED ON AN ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR ROADWAY LIGHT POLE & LUMINAIRE
Village of Spring Hill Standards
July 2022

I. General.

The following are the requirements for aluminum roadway light pole and luminaire to meet the standards established within the Village of Spring Hill. The light pole shall consist of a fluted, tapered pole with welded decorative base, anchor bolts, base plate, and any other features as described in this specification. The luminaire shall be a spun aluminum shade pendant style fixture with a polycarbonate drop lens. The luminaire arm shall be a shepherd hook style aluminum arm.

II. Design/Fabrication.

All materials used in the fabrication of roadway light poles shall meet the requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 2009 edition as per the latest ALDOT Standard Specifications.

(a.) Aluminum Pole.

The pole shall consist of round, 12-fluted, and tapered shaft manufactured with cast or extruded 6061-T6 aluminum. The decorative base shall be cast A356 aluminum and welded to the pole shaft. The pole shall include a 4-inch outside diameter by 3-inch tall tenon cast of A356 aluminum.

The aluminum pole shall be 12-feet in height with a nominal 17-inch outside bottom diameter at the base. Shaft shall range from 6-inch at the bottom to 4-inch at top of shaft. The nominal wall thickness shall be between 0.125 to 0.188 inches. The pole shall include a 4-inch by 5-inch curved hand hole with aluminum cover and two stainless steel screws and bolts for fastening to the pole. Each pole will have an internal grounding lug.

The aluminum base plate of the pole shall be designed with four equally spaced openings to accommodate a bolt circle pattern ranging from 11 inches to 14 inches.

(b.) Luminaire.

The luminaire shall be a decorative pendant consisting of a decorative cast aluminum fitter, a heavy gauge spun aluminum shade and inverted acorn shaped lens. The clear textured polycarbonate lens shall extend 3-inch from the shade. The luminaire shall be a 150 W metal halide fixture, designed for 240 voltage and a Type V light distribution. The overall fixture height shall measure 27-inches and the diameter of the shade shall be 20-inch. The shade shall be finished textured black.

(c.) Luminaire Arm.

Luminaire arm shall be 47-inch tall and 25-inch wide shepherd hook style round shaft. The luminaire arm shall be manufactured from 1 1/2-inch Schedule 40 aluminum pipe finished textured black. The arm shall be designed with a cast aluminum slip fitter welded to attach to the outside of the pole tenon with six 5/16-inch stainless steel set screws. The arm shall have a cast aluminum fitter welded to the top of the arm for attaching the pendent fixture with three 5/16-inch stainless steel set screws. Arm shall be prewired with a quick connect for easy installation.

(d.) Anchor Bolt Assemblies.

Pole shall come complete with four 1/2-inch x 18-inch L-type anchor bolts with 3" horizontal bend manufactured of hot-dipped galvanized steel. Anchor bolt assembly shall also include two nuts and two washers per bolt.

Anchor bolt assemblies (anchor bolts, nuts, and washers) shall be in accordance with AASHTO M 314, Grade 36 or Grade 55, except maximum tensile strength on all grades is waived, and capable of transferring the load safely from the structure base plate to the foundation. The exposed end of the anchor bolts shall be threaded (rolled or cut type) and provided with appropriate nuts, including lock nuts and flat washers. The anchor bolts, nuts, and washers shall be hot-dipped galvanized in accordance with AASHTO M 232, however, galvanization of the bolt below 6 inches from the top of the embedment line will not be required. The nuts shall be lubricated with a lubricant containing a visible dye so that a visual check can be made for proper lubrication prior to installation. Special care shall be taken when storing galvanized bolts with a water-soluble lubricant.

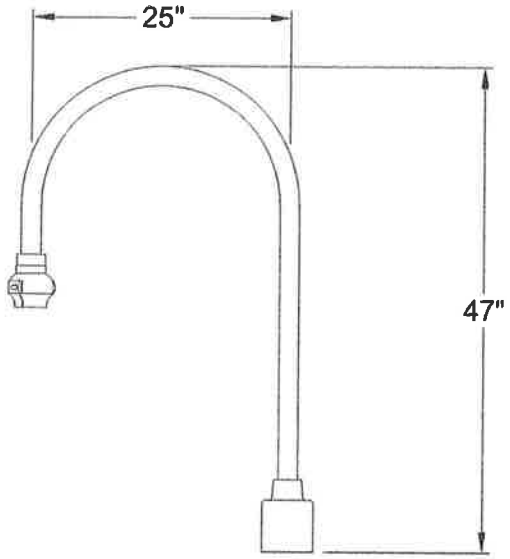
(e.) Additional Features.

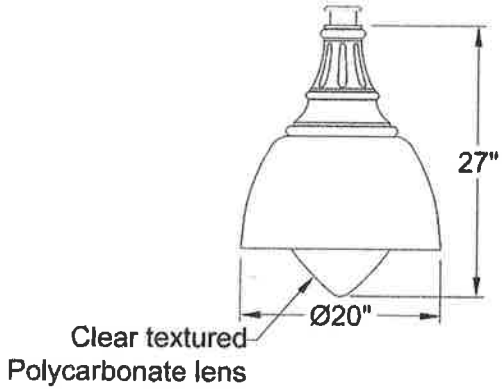
The pole shall include a GFCI receptacle with in-use weather-proof cover 6 inches from top of pole. Cover shall be aluminum and finished textured black to match the pole. Orientation shall be zero degrees from access door.

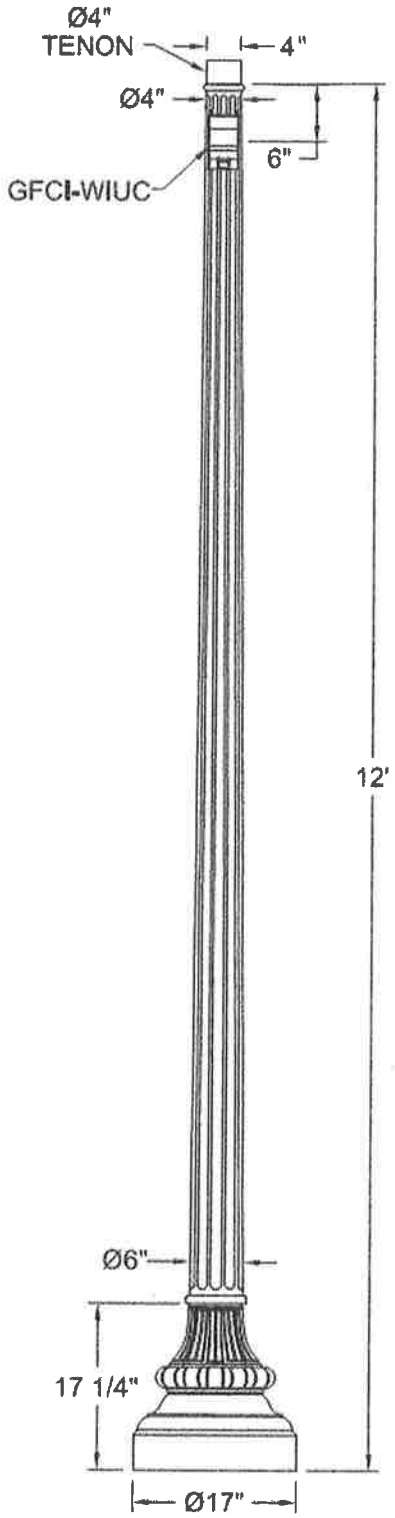
(f.) Finish.

Pole and luminaire arm shall be hot dipped galvanized per ASTM-A123. Powered coating finish or approved equivalent is required, and the finished color shall be textured black. Material shall be wrapped and protected to prevent damage during shipping, storage and construction.

Example Illustrations.







PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department 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:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Struthers Recreation LLC for benches, trash receptacles, and picnic tables for Parks & Rec.

CIP

Amount of Contract:

$108,038.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220901 Struthers Agenda Package POs	Cover Memo	9/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/1/2022 - 2:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12154, 12161, 12163, 12166, 12173, 12179, 12181	2022	(2012) PARKS MAINTENANCE	14 BENCHES, 14 TRASH RECEPTACLES W/BONNETS & LINERS, 28 PICNIC TABLES FOR PARKS (SEALED BID 5712)	$108,038.00	(297065) STRUTHERS RECREATION LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012154-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	DAN OTTO
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5712			
001	ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS. .			3678.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DAN OTTO			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ULTRASITE CL-36RB14 TRASH RECEPTACLE	2.00 EACH	1897.00000	3794.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00012154-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	DAN OTTO
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0714 .OPERSUPPLS. .			3794.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
DAN OTTO

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE	2.00 EACH	1230.00000	2460.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS. .			2460.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
DAN OTTO

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

Bill To	Requisition 00012154-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	DAN OTTO
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
005	ULTRASITE 238 H-4-V10 ACCESSIBLE PICNIC TABLE	2.00 EACH	2195.00000	4390.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS. .			4390.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DAN OTTO			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL	1.00 EACH	296.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS. .			296.00

Bill To	Requisition 00012154-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	DAN OTTO
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DAN OTTO Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS. .			592.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DAN OTTO Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To	Requisition 00012154-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference DAN OTTO Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
008	ULTRA SITE 32 GALLON LINER ULTRA SITE## CO-36RB14	2.00 EACH	112.00000	224.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0714 .OPERSUPPLS. .			224.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
DAN OTTO

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 15434.00

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

Account	Amount	Remaining Budget
E C0714 .OPERSUPPLS. .	15434.00	3028.08

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	15434.00	

Bill To	Requisition 00012154-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	DAN OTTO
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

Account		Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	07/15/22	SANDRA LEWIS	Requisition item removed chang
Approved	07/01/22	DANIEL OTTO	
Approved	07/01/22	DANIEL OTTO	
Approved	07/15/22	DANIEL OTTO	
Approved	08/31/22	DANIEL OTTO	
Rejected	07/01/22	BRENDA RHODES	Exceeded the allowable dollar
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	07/15/22	BRENDA RHODES	
Approved	07/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/31/22	BRENDA RHODES	
Approved	08/31/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/31/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Queued	08/31/22	DONNA MICHELE STANLEY	add lines
Queued	08/31/22	DONALD ROSE	add lines
Queued	08/31/22	SANDRA LEWIS	add lines
Queued	08/31/22	JOHN PAINE	add lines
Queued	08/31/22	MICHAEL SPAFFORD	add lines

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5712			
001	ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			3678.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ULTRASITE CL-36RB14 TRASH RECEPTACLE, ALL GREEN IN COLOR	2.00 EACH	1897.00000	3794.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00012161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0735 .OPERSUPPLS. .			3794.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			2460.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

Bill To	Requisition 00012161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			4390.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			296.00

Bill To	Requisition 00012161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
007	ULTRA SITE RB32-32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			592.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To	Requisition 00012161-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
008	ULTRA SITE 32 GALLON LINER ULTRA SITE ## CL-36RB14	2.00 EACH	112.00000	224.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			224.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 15434.00

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

Account	Amount	Remaining Budget
E C0735 .OPERSUPPLS. .	15434.00	9955.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	15434.00	

Bill To	Requisition 00012161-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

Account			Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES			

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

Activity	Date	Clerk	Comment
Approved	07/01/22	DANIEL OTTO	
Rejected	08/30/22	DANIEL OTTO	Cathy needs to make a change
Approved	08/30/22	DANIEL OTTO	
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Unknown	08/31/22	DONALD ROSE	
Queued	08/30/22	DONNA MICHELE STANLEY	
Queued	08/30/22	DONALD ROSE	
Queued	08/30/22	SANDRA LEWIS	
Queued	08/30/22	JOHN PAINE	
Queued	08/30/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012163-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5712			
001	ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS. .			3678.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ULTRASITE CL-36RB14 TRASH RECEPTACLE, GREEN IN COLOR	2.00 EACH	1897.00000	3794.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00012163-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0736 .OPERSUPPLS. .			3794.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS. .			2460.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

Bill To	Requisition 00012163-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS. .			4390.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS. .			296.00

Bill To	Requisition 00012163-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS. .			592.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To	Requisition 00012163-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
008	ULTRA SITE 32 GALLON LINER ULTRA SITE ## CL-36RB14	2.00 EACH	112.00000	224.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS. .			224.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 15434.00

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

Account	Amount	Remaining Budget
E C0736 .OPERSUPPLS. .	15434.00	5116.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	15434.00	

Bill To	Requisition 00012163-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

Account			Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES			

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

Activity	Date	Clerk	Comment
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Unknown	08/31/22	DONALD ROSE	
Queued	08/30/22	DONNA MICHELE STANLEY	
Queued	08/30/22	DONALD ROSE	
Queued	08/30/22	SANDRA LEWIS	
Queued	08/30/22	JOHN PAINE	
Queued	08/30/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012166-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5712			
001	ULTRASITE SITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS. .			3678.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ULTRASITE CL-36RB14 TRASH RECEPTACLE, GREEN IN COLOR	2.00 EACH	1897.00000	3794.00

Bill To	Requisition 00012166-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS. .			3794.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS. .			2460.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE

Bill To	Requisition 00012166-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	48 N. SAGE AVE. MOBILE, AL 36607			
005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS. .			4390.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS. .			296.00

Bill To	Requisition 00012166-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS. .			592.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To	Requisition 00012166-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
008	ULTRA SITE 32 GALLON LINER ULTRA SITE ## CL-36RB14	2.00 EACH	112.00000	224.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS. .			224.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 15434.00

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

Account	Amount	Remaining Budget
E C0737 .OPERSUPPLS. .	15434.00	3840.92

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	15434.00	

Bill To	Requisition 00012166-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

Account			Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES			

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

Activity	Date	Clerk	Comment
CCancelled	07/15/22	SANDRA LEWIS	Requisition item removed chang
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	07/15/22	BRENDA RHODES	
Approved	07/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Unknown	08/31/22	DONALD ROSE	
Queued	08/30/22	DONNA MICHELE STANLEY	
Queued	08/30/22	DONALD ROSE	
Queued	08/30/22	SANDRA LEWIS	
Queued	08/30/22	JOHN PAINE	
Queued	08/30/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012173-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5712			
001	ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS. .			3678.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ULTRASITE CL-36RB14 TRASH RECEPTACLE	2.00 EACH	1897.00000	3794.00

Bill To	Requisition 00012173-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS. .			3794.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS. .			2460.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE

Bill To	Requisition 00012173-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	48 N. SAGE AVE. MOBILE, AL 36607			
005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS. .			4390.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS. .			296.00

Bill To	Requisition 00012173-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS. .			592.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To	Requisition 00012173-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
008	ULTRA SITE 32 GAOON LINER ULTRA SITE # CL-36RB14	2.00 EACH	112.00000	224.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS. .			224.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 15434.00

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

Account	Amount	Remaining Budget
E C0738 .OPERSUPPLS. .	15434.00	5766.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	15434.00	

Bill To	Requisition 00012173-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

Account			Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES			

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

Activity	Date	Clerk	Comment
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Unknown	08/31/22	DONALD ROSE	
Queued	08/30/22	DONNA MICHELE STANLEY	
Queued	08/30/22	DONALD ROSE	
Queued	08/30/22	SANDRA LEWIS	
Queued	08/30/22	JOHN PAINE	
Queued	08/30/22	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012179-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5712			
001	ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS. .			3678.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ULTRASITE CL-36RB14 TRASH RECEPTACLE, GREEN IN COLOR	2.00 EACH	1897.00000	3794.00

Bill To	Requisition 00012179-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS. .			3794.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN COLOR	2.00 EACH	1230.00000	2460.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS. .			2460.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE

Bill To	Requisition 00012179-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	48 N. SAGE AVE. MOBILE, AL 36607			
005	ULTRASITE 238H-4-V10, 10' ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS. .			4390.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
006	ULTRASITE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS. .			296.00

Bill To	Requisition 00012179-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
007	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	2.00 EACH	296.00000	592.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS. .			592.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To	Requisition 00012179-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
008	ULTA SITE 32 GALLON LINER ULTRA SITE # CL-36RB14	2.00 EACH	112.00000	224.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS. .			224.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 15434.00

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

Account	Amount	Remaining Budget
E C0739 .OPERSUPPLS. .	15434.00	4628.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	15434.00	

Bill To	Requisition 00012179-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	297065				PARKS MAINTENANCE

Account		Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	08/29/22	SANDRA LEWIS	GL Allocation changed
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/29/22	BRENDA RHODES	
Approved	08/29/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/29/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/22	BRENDA RHODES	
Approved	08/30/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/22	RELYA MALLORY	Auto approved by: 910511034
Rejected	08/30/22	SANDRA LEWIS	add lines
Queued	08/30/22	DONNA MICHELE STANLEY	add lines
Queued	08/30/22	DONALD ROSE	add lines
Queued	08/30/22	SANDRA LEWIS	add lines
Queued	08/30/22	JOHN PAINE	add lines
Queued	08/30/22	MICHAEL SPAFFORD	add lines

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012181-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5712			
001	ULTRASITE 91C-S6 PORTABLE BENCH WITH BACK, CENTER ARM, GREEN IN COLOR	2.00 EACH	1839.00000	3678.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS. .			3678.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ULTRASITE CL-36RB14 TRASH RECEPTACLE	2.00 EACH	1897.00000	3794.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00012181-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0740 .OPERSUPPLS. .			3794.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

004	ULTRASITE 238-V6 PORTABLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	1230.00000	2460.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS. .			2460.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

Bill To	Requisition 00012181-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
005	ULTRASITE 238H-4-V10 ACCESSIBLE PICNIC TABLE, GREEN IN COLOR	2.00 EACH	2195.00000	4390.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS. .			4390.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
006	ULTRASISTE 620H PEDESTAL MOUNTED COOKING GRILL, BLACK IN COLOR	1.00 EACH	296.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS. .			296.00

Bill To	Requisition 00012181-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
007	ULTRA SITE RB32 3 GALLON RAIN BONNET TOP	2.00 EACH	0.00000	0.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS. .			.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To	Requisition 00012181-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
008	ULTA SITE 32 GALLON LINER ULTRA SITE ## CL-36RB14	1.00 EACH	0.00000	0.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0740 .OPERSUPPLS. .			.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 14618.00

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

Account	Amount	Remaining Budget
E C0740 .OPERSUPPLS. .	14618.00	177.85

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	14618.00	

Bill To	Requisition 00012181-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	HANKINSC@CITYOFMOBILE.ORG
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/31/22	297065				PARKS MAINTENANCE

Account		Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	08/29/22	SANDRA LEWIS	Requisition item removed, GL A
Approved	07/01/22	BRENDA RHODES	
Approved	07/01/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/01/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/29/22	BRENDA RHODES	
Approved	08/29/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/29/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/31/22	BRENDA RHODES	
Approved	08/31/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/31/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/29/22	SANDRA LEWIS	
Rejected	08/30/22	SANDRA LEWIS	add lines
Queued	08/31/22	DONNA MICHELE STANLEY	add lines
Queued	08/31/22	DONALD ROSE	add lines
Queued	08/31/22	SANDRA LEWIS	add lines
Queued	08/31/22	JOHN PAINE	add lines
Queued	08/31/22	MICHAEL SPAFFORD	add lines

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5712

OUTDOOR FURNITURE

VENDORS		QUALITY SPECIALTY PRODUCTS	STRUTHERS RECREATION LLC	GLOBAL EQUIPMENT COMPANY, INC	GIFFEN RECREATION INC	
Line	Items	Does Not Meet Specs.	AWARDED			
1	ULTRA SITE 91C-S6 SURFACE MOUNTED BENCH WITH BACK AND CENTER ARM	$ 1,248.00	$ 1,839.00	$ 1,965.67	$ 1,997.00	
2	ULTRA SITE SURFACE MOUNTED CLASSIC SWING DOOR RECEPTACLE MODEL #CL-36RB14	$ 1,296.00	$ 1,897.00	$ 2,031.77	$ 2,055.00	
3	ULTRA SITE RB32 32 GALLON RAIN BONNET TOP	$ 190.00	$ 296.00	INC	$ 257.00	
4	ULTRA SITE 32 GALLON LINER ULTRA SITE #CL-36RB14	$ 109.00	$ 112.00	INC	$ 94.00	
5	ULTRA SITE 238-V6 PORTABLE PICNIC TABLE	$ 1,089.00	$ 1,230.00	$ 1,231.86	$ 1,401.00	
6	IULTRA SITE 238 H-4-V10 10' SURFACE MOUNTED PICNIC TABLE WITH SEATS	$ 1,689.00	$ 2,195.00	$ 2,479.51	$ 2,346.00	
7	PILOT ROCK HEAVY DUTY STEEL PARK-STYLE CHARCOAL GRILL	$ 329.00	$ 296.00	$ 460.08	$ 347.00	
	TOTAL OF ALL LINES	$ 5,950.00	$ 7,865.00	$ 8,168.89	$ 8,497.00	$ -

*Company offered Albatross Brand which does not meet City Specs.

SEALED BID

Do Not Return Via Email or Fax

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: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/26/2022	5712	Parks Department	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, August 19, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	FURNITURE, OUTDOOR					
Qty 7 - 20	Ultra Site 91C-S6 Surfaced Mounted Bench with Back and Center Arm in green as per the attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
Qty 7 - 20	Ultra Site Surface Mounted Classic Swing Door Receptacle, model #CL-36RB14 in green as per attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
Qty 7 - 20	Ultra Site RB32 32 Gallon Rain Bonnet Top in green as per attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
Qty 7 - 20	Ultra Site 32 gallon liner for Ultra Site #CL-36RB14. Item must match what is already in place in the City of Mobile. Make _____ Model _____					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3						
Qty 7 - 20	Ultra Site 238-V6 Portable Picnic Table with Surface Mount in green as per the attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____						
Qty 7 - 20	Ultra Site 238H-4-V10 10' Surface Mounted Accessible Picnic Table with Seats in green as per the attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____						
Qty 1 - 20	Pilot Rock Heavy Duty Steel Park-Style Charcoal Grill or Equal to as per the attached specifications. Item must match what is already in place in the City of Mobile. Make _____ Model _____						
	Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods. All items must meet requirements as per the attached specifications. Literature and Specifications are required with bid. Quote delivered pricing FOB. All Items are to be compatible with existing equipment in use by the City of Mobile.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

See reverse side of page 1 of Bid for instructions and conditions.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

- **Ultrasite Hamilton Bench With Back and Center Arm, Model #91C-S6 Surface Mounted**
- Green
- Frame, 1"x1" Square Solid Steel Bar
- 6 Ft. Length
- Seats Fabricated from ¼" Flat Plate, Reinforced with Schedule 40 Pipe, 5/8" Solid Steel Rod is Welded Underneath Seat for Support
- Fully Electrically MIG Welded Bench with Powder Coated Finish
- Surface Mounted, Mounting Plates 1 ½" x ¼", with Electrostatic Powder Coat
- Dimensions: 23" Wide x 72" Long, Seat Height 18"
- From the Ground to the Top of the Seat, Overall Dimensions 74" x 24" x 36"
- 5-Year Warranty Thermoplastic Coated Elements

- **Ultrasite Classic Swing Door Receptacle, Model #CL-36**
- Green
- Surface Mounted
- Door Slats 1 ½" x ¼" flat steel strips
- Top Ring is 5/8" rod
- Middle and Bottom Rings 3" x 7 Gauge Steel Plate
- Bottom Plate 10 Gauge Sheet Steel Precision Punched
- Hinges Solid Steel
- All Electronically MIG Welded
- Top and Bottom Door Supports are ¼" Steel Plate
- Door Latch
- Steel is Sandblasted to Near White Condition, Coated with Zinc Rich Epoxy Primer and Top Coated with Electrostatic Powder Coat, Oven Cured
- Overall Dimensions 41 ¼" High (48" with Lid) x 28 ½" diameter x 36gallon capacity

- **PCL-36RB14 Rain Bonnet Lid and Liner**
- Green Bonnet
- Black Liner
- To have the ability to be Bolted or Welded to the Body of Ultra Site Classic Swing Door Receptacle #CL-36RB14
- 5-Year Warranty Thermoplastic Coated Elements

- **Ultrasite 238-V6 Portable Picnic Table,**
- Green
- Surface Mounted
- Top and Seats 11 Gauge Die Formed Angle Frame 1" x 1 7/8" with 3" Radius Corners, ¾"
- #9 Steel Expanded Metal, 7 Gauge x 1 1/2" Flat Bar Center Support and Mounting Bracket Understructure
- Electrically MIG Welded
- Oven Fused Functionalized Polyethylene Copolymer Based Thermoplastic, Fluidized Bed Coating Application with Superior Mechanical Performance,
- Impact Resistance and UV-Stabilized
- Frame 2 3/8" O.D. 12 Gauge Pre-Galvanized Structural Steel Tubing, Cross Braces 1" O.D. x 16 Gauge Pre-Galvanized Structural Steel Tubing, Brace Attachment Points 1 ½" x 1 ½" x 3/16" Steel Angle,
- Seat and Top Mounting Points 7 Gauge x 1 1/2" Die Stamped Steel Flat Bar,
- Legs are a Wrinkle Free Bend

- Holes are Predrilled in Legs for Surface Mounting
- All Electronically MIG Welded, Frame Electrostatic Powder Coated, Oven Cured,
- All Hardware Stainless Steel Fasteners
- Top Dimensions 30" Wide x 72" Long, 30 ¼" High
- Seats 12" Wide x 72" Long x 18 1/2" High,
- Outside to Outside Dimensions 68 1/2" x 72"
- 5-Year Warranty Thermoplastic Coated Elements

- **Ultrasite 238H-4-V10 10' Accessible Picnic Table**
- Green
- Surface Mounted
- Top and Seats 11 Gauge Die Formed Angle Frame 1" x 1 7/8" with 3" Radius Corners
- ¾" #9 Steel Expanded Metal, 7 Gauge x 1 1/2" Flat Bar Center Support and Mounting Bracket Understructure
- Electrically MIG Welded
- Oven Fused Functionalized Polyethylene Copolymer Based Thermoplastic
- Fluidized Bed Coating Application with Superior Mechanical Performance
- Impact Resistance and UV-Stabilized
- Frame 2 3/8" O.D. 12 Gauge Pre-Galvanized Structural Steel Tubing, Cross Braces 1" O.D. x 16 Gauge
- Pre-Galvanized Structural Steel Tubing
- Brace Attachment Points 1 ½" x 1 ½" x 3/16" Steel Angle
- Seat and Top Mounting Points 7 Gauge x 1 1/2" Die Stamped Steel Flat Bar
- Legs are a Wrinkle Free Bend
- Holes are Predrilled in Legs for Surface Mounting
- All Electronically MIG Welded
- Frame Electrostatic Powder Coated
- All Hardware Stainless Steel Fasteners
- Top Dimensions 30" Wide x 120" Long
- Seats 12" Wide x 42" Long x 18" High
- Outside to Outside Dimension is 69" x 120"
- 5-Year Warranty Thermoplastic Coated Elements

- **Pilot Rock Heavy-Duty Steel Park-Style Charcoal Grill — 16in. x 16in., Model# H-16 B6X2**

- Durable rust resistant, high temp, black powder coated firebox
- 1/2in. bar grate adjusts to 4 cooking levels and tips back for easy fire starting
- Two-piece, 2 3/8in. dia. x 40in.L steel pipe base sets into the ground
- Swivels 360° for easy cooking access from any position with a locking pin
- The square firebox has 8in. sides and a 16in. x 16in. cooking surface.
- Grill rotates a full 360 degrees

PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department 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:9/6/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S..Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to CDW Government LLC for 10 network cameras with mounts and 5 PoE injectors for MPD.

General fund.

Amount of Contract:

$25,470.55

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220901 CDW Agenda Package POs	Cover Memo	9/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/1/2022 - 2:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11737	2022	(1530) POLICE ADMIN SERVICES	10 NETWORK CAMERAS W/ MOUNTS AND 5 POE INJECTORS FOR MPD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$25,470.55	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00011737-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL #081419-CDW AND YOUR #MVP548.			
001	ITEM: AXIS Q6010 E 60Hz network surveillance camera dome Supplier Part No: 6132347 Manufacturer Part No: 01981-001 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:MVPB548 NIGP: UNSPSC: 43000000	5.00 EACH	1563.10000	7815.50
	1 1000.30.15.1530.1542.1530.0000.0000.44020.			7815.50
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	ITEM: AXIS Q6075 E 60 Hz network surveillance camera Supplier Part No: 5804225 Manufacturer Part No: 01752-004	5.00 EACH	3028.16000	15140.80

Bill To	Requisition 00011737-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Manufacturer Name: AXIS Communications Supplier Quote No: 37171:MVPB548 NIGP: UNSPSC: 43000000			
1	1000.30.15.1530.1542.1530.0000.0000.44020.			15140.80
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	ITEM: AXIS T8154 Midspan PoE injector 60 Watt Supplier Part No: 4710552 Manufacturer Part No: 5901-004 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:MVPB548 NIGP: UNSPSC: 43000000	5.00 EACH	195.15000	975.75
1	1000.30.15.1530.1542.1530.0000.0000.44020.			975.75

Bill To	Requisition 00011737-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756 Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	ITEM: AXIS T91G61 camera mounting bracket Supplier Part No: 4110313 Manufacturer Part No: 5506-951 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:MVPB548 NIGP: UNSPSC: 43000000	5.00 EACH	195.15000	975.75
1	1000.30.15.1530.1542.1530.0000.0000.44020.			975.75
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To	Requisition 00011737-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
005	ITEM: AXIS T91B57 pole mount kit Supplier Part No: 5286211 Manufacturer Part No: 01470-001 Manufacturer Name: AXIS Communications Supplier Quote No: 37171:MVPB548 NIGP: UNSPSC: 43000000	5.00 EACH	112.55000	562.75
1	1000.30.15.1530.1542.1530.0000.0000.44020.			562.75

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 25470.55

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020. SUPPORT SERVICE DIV EXP OPERATING SUPPLIES	25470.55	767230.40

Bill To	Requisition 00011737-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	09/01/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	09/01/22	DONALD ROSE	Approved by: 9105fola
Approved	09/01/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	09/01/22	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

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www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 3:31 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 2022-2023 General Fund, Capital Improvements Fund, and Convention Center Fund budgets are adopted.

Adopted:

_____

City Clerk

41-721 **2022**

RESOLUTION

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

Adopted: AUG 23 2022

Lisa C. Lambert

City Clerk

Notice of Public Hearing

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 23, 2022, a public hearing will be held on September 6, 2022, at 10:30 a.m., to consider adoption of the 2022-2023 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama.

The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

Lisa C. Lambert,
City Clerk

7192123 693014

ALABAMA MEDIA GROUP

Order Confirmation

Ad Order Number 0010424603

Customer	Payor Customer	
CITY OF MOBILE CLERKS OFFICE	CITY OF MOBILE CLERKS OFFICE	
*Account:*2035866	*Account:* 2035866	*PO Number*
CITY OF MOBILE CLERKS OFFICE	CITY OF MOBILE CLERKS OFFICE	
PO BOX 1827	PO BOX 1827	*Sales Rep.* Cristy Boyington
MOBILE AL 36633 USA	MOBILE AL 36633 USA	*Order Taker* Cristy Boyington
(251)208-7414	(251)208-7414	*Order Source*
		Special Pricing
FAX:		
lana.gauthier@cityofmobile.org		

Tear Sheets	0	*TearsheetsCost*	$0.00	*Net Amount*	$28.02
Proofs	0			*Tax Amount*	$0.00
Affidavits	0	*AffidavitsCost*	$0.00	*Total Amount*	$28.02
Blind Box				*Payment Method*	Invoice
Promo Type				*Payment Amount*	$0.00
Materials				*Amount Due*	$28.02
Invoice Text	2022-2023 General Fund				

Ad Schedule

Product	Press Register	*Placement/Class*	Legals
# Inserts	1	*POS/Sub-Class*	Legals
Cost	$28.02	*AdNumber*	0010424603-01
Ad Type	AL Legal Liner	*Ad Size*	1 X 14 li
Pick Up #		*Ad Attributes*	
External Ad #		*Color*	<NONE>
Production Method	AdBooker	*Production Notes*	

Run Dates 08/26/2022 *Sort Text* NOTICEOFPUBLICHEARINGPURSUANTTORESOLUTIONOFTHEMOBILEALABAMACITYCOUNCILADOPTEDONAUGU

Product	AL.com	*Placement/Class*	Legals
# Inserts	1	*POS/Sub-Class*	Legals
Cost	$0.00	*AdNumber*	0010424603-01
Ad Type	AL Legal Liner	*Ad Size*	1 X 14 li
Pick Up #		*Ad Attributes*	
External Ad #		*Color*	<NONE>
Production Method	AdBooker	*Production Notes*	

Run Dates 08/26/2022 *Sort Text* NOTICEOFPUBLICHEARINGPURSUANTTORESOLUTIONOFTHEMOBILEALABAMACITYCOUNCILADOPTEDONAUGU

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0010424603-01

Ad Content Proof

Notice of Public Hearing
Pursuant to Resolution of the
Mobile, Alabama City Council adopted on
August 23, 2022, a public hearing will be
held on September 6, 2022, at 10:30 a.m.,
to consider adoption of the 2022-2023
General Fund, Capital Improvement Fund
and Convention Center Fund budgets for the
City of Mobile, Alabama.
The public hearing will be held in the audito-
rium of Government Plaza, 205 Government
Street, Mobile, Alabama. Public comments
will be allowed.
PRESS REGISTER
August 26, 2022

Confidentiality Notice: This facsimile is intended only for its addressee and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this facsimile or the information by anyone other than the intended recipient is prohibited. If you have received this facsimile in error, please notify us immediately and return the facsimile by mail.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Nick Amberger, City Engineer
Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

Purpose and Scope of Project:

Accept temporary construction easement for the 2019-3005-04 Miscellaneous Drainage - Group B Project, 2054 Clemente Ct.

Amount of Contract:

N/A

Funding Source

Project # 2019-3005-04 Miscellaneous Drainage - Group B Project	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/29/2022
Temporary Construction Easement	Resolution Letter	8/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	8/29/2022 - 11:40 AM
Capital	Rhodes, Brenda	Rejected	8/29/2022 - 11:47 AM
			8/29/2022 -

Real Estate	Boatwright, Cassie	Rejected	12:23 PM
Real Estate	Lewis, Rhonda	Approved	8/29/2022 - 1:42 PM
Real Estate Asset Management	Boatwright, Cassie	Approved	8/29/2022 - 5:40 PM
Legal	Kern, Chris	Approved	8/30/2022 - 4:53 PM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:26 PM
Legal	Kern, Chris	Approved	8/30/2022 - 4:53 PM

2022

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following Temporary Construction Easement for the Project # 2019-3005-04 CIP Miscellaneous Drainage - Group B, located at 2054 Clemente Ct., Mobile, AL:

1. Temporary Construction Easement, from Senator Vivian Davis Figures

SAID document with sketch being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____
City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 19th day of August 2022 between Vivian Davis Figures, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2019-3005-04 CIP Miscellaneous Drainage - Group B, located at 2054 Clemente Ct., Mobile, AL, said easement being on and across the following described lands and ingress/egress within the area depicted in Exhibit B:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

WITNESSETH further, WHEREAS GRANTEE will enter upon and use said lands in part for the improvement of a portion of the fence structure on GRANTOR's property which portion borders the existing permanent drainage easement, GRANTOR acknowledges GRANTEE assumes no future liability or obligation for the maintenance or repair of said fence structure on the temporary easement and releases GRANTEE from any such liability.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 17th day of August 2022.

Owner:

Vivian Davis Figures

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Vivian Davis Figures, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of August 2022.

STATE OF ALABAMA NOTARY PUBLIC
PAMELA BATTISTE GREEN
My Commission Expires
April 11, 2026

Notary Public, State of Alabama

My Commission Expires: 4/11/2026

This instrument prepared by:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

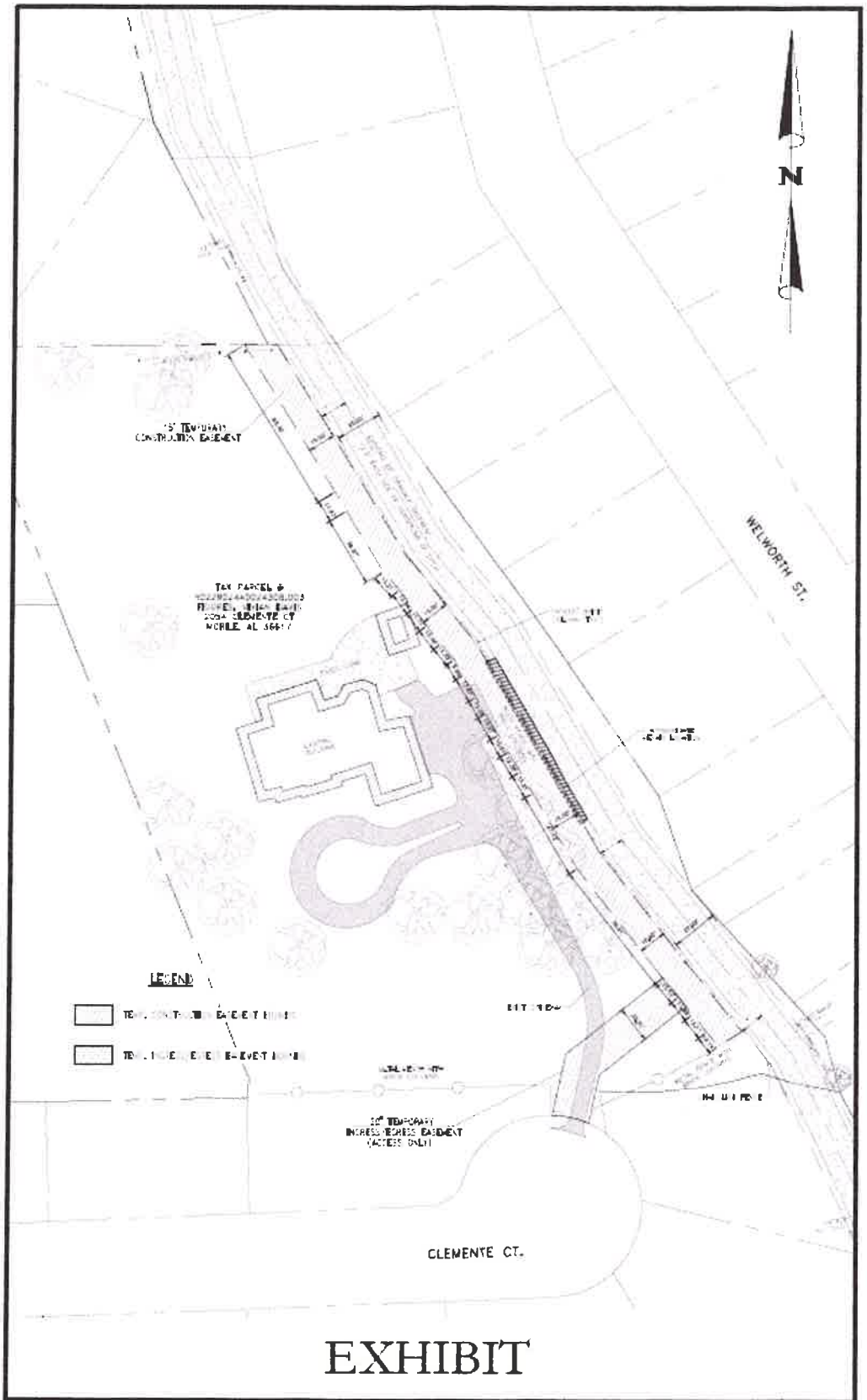
Grantee:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT 1 DESCRIPTION:

A 50-FEET STRIP OF LAND ALONG THE NORTHEAST SIDE OF FIGURES WAY M & V S/D 1 LOT (NO NUMBER) MBK 45/36 & ALSO BEG AT NW COR OF FIGURES WAY M & V MBK 45/36 TH CONT N 88 DEG 04 MIN 55 SEC E & ALG N/L OF SD SUB 218.35 FT TO A PT ON E MAR OF TOULMIN BRANCH TH N 31 DEG 08 MIN 13 SEC W ALG ELY MAR OF TOULMIN BRANCH 74.49 FT TH S 88 DEG 04 MIN 55 SEC W 205.46 FT TH S 21 DEG 45 MIN 38 SEC E 69.06 FT TO POB & ALSO LOT 3 CLEMENTE CT MBK 26/65 #SEC 44 T4S R1W #MP29 02 44 0 024.

"EXHIBIT B"



EXHIBIT

Sawgrass ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT	TEMPORARY EASEMENT	SCALE: 1"=60'
	CLEMENTE CT, MOBILE, ALABAMA	DATE: MAY 2022
		DRAWN BY: JNF
	CITY OF MOBILE	CHECKED BY: EJD
		SHEET 1 OF 1

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Herman Wright Cox

Amount of Contract:

n/a

Effective Date of Contract:

9/13/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Herman Cox

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Herman Cox	Resolution Letter	8/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/30/2022 - 3:54 PM
			8/30/2022 - 4:50

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:32 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Herman Wright Cox, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D030\P004\00110279.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of State Farm Insurance as Subrogee of their insured Billy R. Moore

Amount of Contract:

n/a

Effective Date of Contract:

9/13/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Moore

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Moore	Resolution Letter	9/1/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	9/1/2022 - 1:16 PM
			9/1/2022 - 2:49

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	9/1/2022 - 2:53 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of State Farm Insurance as Subrogee of their insured Billy R. Moore, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D031\P003\00110309.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/2/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 9:34 AM

41-781 **2022**

RESOLUTION

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE AN AMBULANCE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Medevac Alabama, Inc. to operate an Ambulance Service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on September 20, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kenneth C Hughes individually or on behalf of Medevac Alabama inc, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Medevac Alabama inc

Business Address: PO BOX 1268 Mobile AL 36633

Telephone: 251-348-7684 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 61 Saint Joseph Street Suite 1401 Mobile AL 36602
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Kenneth C Hughes	Director		10,000 Shares (Full)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: 3761 Government Blvd Suite D-2 Mobile 36693

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description: See Below for list

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:
White Ambulances with red stripes

Inventory Number VIN Make Model Year Vehicle Type Sub Type Special Equipment
MA04 1GBJC34638E204340 Cheverolet 3500 2008 Ambulance Type 1 Gen Set
MA07 3D5WG46D08G212681 Dodge Ram 3500 2008 Ambulance Type 1 Gen Set
MA14 3C7WRSBL9eg252094 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA15 3C7WRSBLOEG252095 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA16 3C7WRSBLOFG504414 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA19 3C7WRSBL2GG243028 Dodge 3500 2016 Ambulance Type 1 Gen Set

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Medevac Alabama inc

By: Director/owner Kenneth C Hughes
Its Director/owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** July, **20** 22

Notary Public

KANISHA GRAY NOTARY PUBLIC STATE AT LARGE ALABAMA MY COMMISSION EXPIRES 08-23-2025

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'6

Weight: 160

Hair Color: Brown

Eye Color: Blue

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

_____

Signature

4/1/22

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kenneth C Hughes

Date of Birth: _____ Security #: _____

Present Address_____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Medevac Alabama inc

Present Position/Title: Director

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

_____ _____
Signature Date Signed

CASE ACTION SUMMARY

212020339301 — Case Number -- MC20120027S4

Defendant (Name)
KENNETH CORY HUGHES

Sex Race --- DOB --- Trial Date
M W 08111985

251-

Charge: HARASSMENT
Arrest Date -- Arresting Officer
4-4-12

Employer:

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties
Mobile

BENCH NOTES:

On 8/21/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders DIRECTED VERDICT FOR D

Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

COPY

COMPLAINT

==========

Warrant Number: 212020339301 Case Number: --MC20120002754

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. KENNETH CORY HUGHES

Before me, Judge/Magistrate of the Municipal Court Of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing and does believe that KENNETH CORY HUGHES , whose name is otherwise unknown to complainant, did, on or about February 23, 2012 , within 12 months of the commencement of this action, commit the offense of HARASSMENT within the City of Mobile, or the Police Jurisdiction thereof, in that he/she did:

WITH INTENT TO HARASS, ANNOY OR ALARM Christopher Wallace. SUBJECT HER/HIM TO PHYSICAL CONTACT, AND/OR DIRECT ABUSIVE AND/OR OBSCENE LANGUAGE OR GESTURES AND/OR THREATENS HIM/HER VERBALLY OR NONVERBALLY, MADE WITH INTENT TO CARRY OUT THE THREAT, THAT WOULD CAUSE A REASONABLE PERSON, WHO IS THE TARGET OF THE THREAT TO FEAR FOR HIS/HER SAFETY.

ON FEBRUARY 23,2012, WHILE THE COMPLAINANT CHRISTOPHER WALLACE WAS PICKING HIS CHILD UP FROM HIS EX-WIFE RESIDENT,THE DEFENDANT WHO IS THE STEP-FATHER OF THE CHILD CAME OUT THE HOME IN AN AGGRESSIVE MANNER YELLING AT THE COMPLAINANT TO GET OFF HIS PROPERTY, AS THE COMPLAINANT WAS LEAVING THE PROPERTY THE DEFENDANT WALKED UP TO HIM USING ABUSIVE LANGUAGE WHILE THE COMPLAINANT WAS HOLDING THE CHILD,CAUSING HIM TO FEAR FOR HIS SAFETY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-8A , Code of Alabama 1975, previously duly adopted , effective and in full force at the time the offense was committed.

Sworn to and subscribed before me
THIS 24th DAY OF February, 2012

Magistrate

Complainant
CHRISTOPHER ALLEN WALLACE

WITNESSES.

DANIEL LOUIS MCCARTHY
Field Operations
MOBILE, AL

KIMBERLY WALLACE

Personal Data Report

General Descriptors

Name:	HUGHES, KENNETH CORY		
Address		**ick Name:**	
Phone:			
Race:	W - WHITE	**DOB:**	
Sex:	M	**Age:**	36
Weight:	160	**Eyes:**	BLUE
Height:	5'06"	**Facial:**	GOATEE & MUSTACHE
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt:n Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**D**	**DL Type:** D	**S**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY:

DATE: 4/07/2022

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
		4/4/2012	HUGHES, KENNETH CORY	8/11/1985	UNKNOWN LOCATION UNKNOWN,	SELLERS, N T	CONV UNKNOWN	UNIVERSITY & COTTAGE HILL MOBILE,	HARASSMENT

1 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD
CHECKED BY: [signature]
DATE: 4/07/2022

MEDEALA-01 SEMCCCHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

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

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

PRODUCER AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	CONTACT NAME: Christina Chandler PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: christina.chandler@assuredpartners.com
INSURED Medevac Alabama, Inc. dba Medevac International PO Box 1268 Mobile, AL 36633	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TDC Specialty Insurance Company — 34487 INSURER B: National Indemnity Company of the South — 42137 INSURER C: The Sheffield Fund INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		MFP013962101	5/19/2021	5/19/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
	X Professional Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			72APS100179	5/19/2021	5/19/2022	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N/A		600-2022-40431-00	1/1/2022	12/31/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an Additional Insured with respects to the General Liabilty as required by written contract.
Coverage for Workers Compensation coverage is limited to the provisions of the Alabama Workers Compensation Law. Work Comp Reinsurance is through Evanston Insurance Company Policy # 3FA5358; Policy term 01/01/2022 to 12/31/2022; See EL Limits Above

CERTIFICATE HOLDER

City of Jackson
350 Commerce Street
Jackson, AL 36545

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Anna Turner

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Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To MEDEVAC INTERNATIONAL MOBILE

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address:**3761 GOVERNMENT BLVD SUITE D-2**
MOBILE, AL 36693

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq.

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day, **June 22 2022.**

License Number **1209**

State EMS Director

Certificate No. **9228**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

MOBILE FIRE-RESCUE DEPARTMENT

JEREMY P. LAMI
FIRE CHIEF

To: Mobile City Council

From: District Chief J.T. Cox

Cc: Fire Chief Jeremy P. Lami

Date: August 30, 2022

Subject: Medevac Alabama Inc. Application

Dear Councilmembers,

In 1991 the Mobile Fire Rescue department developed an ambulance ordinance to better serve the citizens of Mobile. This action was due to extended times on scene waiting for privately owned ambulances to respond to emergency calls. Over the years the city has participated in a rotation where privately owned ambulance services respond to low acuity emergency calls (BLS) and the City Of Mobile Fire-Rescue ambulances respond to life-threatening emergencies (ALS calls).

Over the years, there have been several private ambulance services operating in the City of Mobile. To my knowledge, there have been as many as three privately owned ambulance services operating simultaneously within the City and sharing the responsibility for BLS calls. We currently have two privately owned ambulance services responding to BLS calls within the city: Newman's and Lifeguard.

Since 2014 these privately owned ambulance companies have been held to a response reliability percentage of 90%. This means that they accept and respond to 90% of the BLS calls. This model worked very efficiently until the COVID-19 pandemic. Since COVID-19, both privately owned ambulance companies in Mobile have struggled to maintain a 90% response reliability. They credit this downfall to staffing issues, rising fuel prices, and inflation. I have been working closely with both companies to increase response reliability. We meet quarterly to discuss

issues and to bring forth new ideas to improve our emergency response system. Despite our efforts, these two companies are still not able to meet their required 90% response reliability.

Recently a third privately owned Ambulance Company, MedEvac of Alabama has applied to join in the response rotation for BLS calls within the City of Mobile. At face value, it seems that we could certainly use a third company to share the high call volume. The reality, however, is that this system is more complicated than just call volume. The privately owned ambulance companies operating within the City likely do not achieve the bulk of their revenue from answering the BLS calls. To capture additional revenue, both private ambulance services engage in contractual agreements with local hospitals and healthcare facilities to conduct patient transfers. The obligations to BLS responses and contractual agreements for patient transfers can be problematic when dealing with staffing issues, extended wait times at hospital facilities, low reimbursement rates, and other challenges present in the emergency medical service industry. To be honest, the Mobile Fire-Rescue Department also experiences many of the same issues.

I was tasked with investigating the truthfulness of the information included in the application Medevac of Alabama Ambulance Company submitted to the City. MedEvac of Alabama appears to be a break-away or franchise of sorts underneath the umbrella of MedEvac International. The owner has worked for ambulance services in the Mobile area and is familiar with the market. He plans to dedicate three ambulances for the BLS calls on the MedEvac rotation day, but asks for a 30-day grace period to begin this service. He also commits to adding more ambulances if the need exists. It is also important to note that MedEvac would compete with both Newman's and Lifeguard for inter-facility patient transfer contracts.

I've reviewed the application and provided supplemental information. It's ready to proceed to a public hearing for consideration.

Sincerely,

James T. Cox
District Chief of EMS
Mobile Fire-Rescue Department

The following information will satisfy the department investigation as outlined in The Mobile City Code ***Section 1 Chapter 6 – Ambulances and other medical transportation Sec6-33.***

Parties involved: James Cox, Chief of EMS Mobile Fire Rescue Department

Kenneth Hughes, Owner/operator MedEvac Alabama

Date: August 9, 2022

Number of Ambulances-

3

Plan to comply with 90% response reliability with 3 trucks-

Referencing staffing: In my experience in the Mobile system the staffing on MFRD days has never been exclusive or overwhelming for MFRD days versus non mobile fire days. Essentially the private services will add a handful of extra units to handle the extra demand and NUA a MFRD call when they ran out of units or it would cause a scheduled call to be late. The difference being that depending on how this is done our first units will have nothing else to do.

We have no preexisting contracts to consider, no hospitals we have to keep happy. We actually look forward to the increase in volume and will work to capture as much of it as possible. Can we do it with the three trucks? I actually presume that we can get most of them as the difference will be that with the other services you are getting partial trucks in the beginning you will have almost the truck exclusively.

How will that change over time I cannot say? Again we believe that it would make for the best scenario to give us a ramp up time. But at the same time we will make unit hours available to fulfill the mission. It will take time there is no subsidy that is coming from City to ensure a unit is always available these BLS calls are being rolled out to ensure the availability of MFRD units. But we do want these calls.

Based on everything I have been told there is room and a need for a third service, we do not have unlimited funds. We cannot run it like a government service, we are not owned by a multinational conglomerate. We are a family owned operation. We have to ensure that what we are doing is sustainable. The preexisting services have every reason to say that this is what it takes to be here, but that is not necessarily true. They have the market if we staff the way that they do from day one we will be out of business long before we get things rolling. Their staffing is based upon Mobile Fire and hospital traffic. We will start from scratch in Mobile. We get calls from Mobile but again pursuant with Mobile's interpretation of the ordinances we currently turn them all down. So we will start with very empty ambulance hours to fill.

If Medevac Alabama is allowed into Mobile we will start and get compliant growing with the call volume. We presume that MFRD days will require all hands on deck. We will take that extra volume and turn it into unit hours. It will take time, but the advantage that we have over every other service is that we are hungry and want the volume. They have a controlled market and are

CASE ACTION SUMMARY

212020339301

Case Number -- MC2012002754

Defendant (Name)
KENNETH CORY HUGHES
1330 WILKINS RD
MOBILE, AL 36618-
251-259-8167

Sex Race --- DOB --- Trial Date
M W 08111985
SSN: 416-35-2266

Charge: HARASSMENT
Arrest Date -- Arresting Officer
4-4-12

Employer:

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties
Mobile

BENCH NOTES:

On 6/6/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders DISMISSED/NOLLIED FOR B

_____

_____
Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

able to squeeze everything they can out of it. They wish to prevent us from entering the market because we will fundamentally disrupt it. Quite frankly our addition will cause chaos. And that is probably a good thing.

My profound belief is that with 30 days ramp up time we can project our initial hospital traffic and add for MFRD days. Failing this, on MFRD days we will take an all hands on deck approach and put everyone to work to ensure that we get as close to the 40 calls as possible and since we don't have any preexisting commitments in Mobile I dare say we can probably do a pretty good job. We will grow to avoid missing more. Medevac Alabama has the capacity to put the number of units up that the preexisting units are saying they are running we just don't believe that we will need them in Mobile even on MFRD days to start. Quite frankly nothing would make us happier to be wrong and we will adjust as needed. We just do not want to commit to something that is unsustainable.

Condition of trucks- age, mileage etc...

Mr. Hughes included his application for this information.

Items missing from application

a) Sec 6-32 (5) The financial ability of the applicant to comply with the provisions of the chapter.

As to 6-32(5) Medevac Alabama is a privately held corporation that operates independently but in concert with another group. We have set aside a portion of money to get started in operation in Mobile that we believe based upon past experience is sufficient to last until the proceeds resulting from the operation begin to return. Based upon the amount of requests for service from Mobile that we receive daily we believe the Mobile market will be at least marginally profitable to us as an operation. In addition to allowing our other counties to operate more efficiently.

Our units on average need to transport 3.5 patients per 12 hour shift to break even in an urban environment. This changes a little based upon the payer mix we find but based upon my past experience that is what I continue to expect to find in Mobile. Based upon our previous request to date we do not believe achievement of that volume will be terribly difficult.

The largest hurdles for any ambulance company starting is the spin up of a billing operation. Because we have already been operating in Alabama for a couple of years and because we have had the Mobile County license for several months all of these challenges have already been overcome.

Medevac Alabama has positive assets and cash on hand that would allow us to cover the costs associated with adding these additional crews.

b) Sec 6-32(6) The nature and character of the service that the applicant proposes to render; the facts showing the demand for such service; the experience that the applicant has had in rendering such service and the period of time, if any, that he/she has rendered in the city.

6-32(6) Medevac Alabama intends to provide primarily a BLS Ambulance service in Mobile. We will have an ALS Ambulance available but it will primary be geared at doing ALS inter-facility transfers. We also have units from Clarke and Baldwin Counties almost constantly in Mobile dropping off. These units will be used as a force multiplier in either picking up patients returning to the areas from which they came or taking patient long distances for upgrades in care. This will allow those units to be more efficient, and is presumed to be one of the bright spots in doing this.

Medevac Alabama is a fairly fluid company we know what Mobile was like in the past. But we assume quite a few things have changed and we will adjust to the market as necessary to ensure that we are adding a needed service that is sustainable. We believe that 3 trucks will be adequate to get started, we presume that during peak times we will need to pull units from Baldwin County and utilize our Clarke transfer to get though the busy times. We do have the capacity to pull up extra ambulances but again we will focus on meeting our obligations, than look to growth one of the lessons i have learned painfully is that getting the ambulance run is the easy part insuring that we get paid for it is the actual work.

I have been in EMS for a little more than 20 years, quite a bit of my career has been spend in Mobile County and the City of Mobile. The pandemic and the drawing in of the city lines have no doubt made some changes to the system but I believe my team is ready to adjust to the changes and add to the overall situation in Mobile.

I have previously spun up new aircraft and whole new services so while there will be a new challenges this is not our first our even the biggest new operation.

As to the need for a third service, we get daily calls from facilities requesting our service. Not because the other services are bad or that we are even that good just merely that they cannot get a service at all or not within a reasonable time. Do not get me wrong I am quite proud of the service we provide but I have a great deal of respect for the Newman family and i have been both inside and a competitor of AMR for quite some time so I have a good idea of what is coming.

Generally speaking we will respond to out of service areas to assist where needed because of the ordinances in place we are unable to assist in mobile. Some of these calls are heart breaking to our dispatchers and show a genuine need in Mobile for another service or at least a means to allow for overflow. Quite frankly we would rather be the overflow but as this is not possible we are capable and willing to come in and do our part to provide more service in Mobile.

We ironically will on occasions get requests from the other preexisting services to come do a trip in mobile for them to which we must politely decline.

The lack of availability is not a short term problem we have been getting these phone calls for more than 2 years. We have been told at times that they could not get a transfer for up to 3 days, but a full day is very normal. We get requested for acute transports from hospitals and even one of the other ambulance services at least weekly not during the pandemic but even right now.

That is of course on the if side, on the 911 side I obviously do not know the complete situation. From our perspective We have seen a draw down from the Mobile side and we see these same units on the Baldwin county side of the bay regularly it would seem that preexisting ambulances would have a hard time providing for their MFRD day when they are sitting outside of Thomas hospital in Fairhope but again that would be information I could not have.

To summarize we believe we can contribute positively to the situation in mobile, I myself and most of my management team have a long history of serving in Mobile. We have spoken to the hospitals they seem quite eager to have us and we believe that by allowing Medevac into Mobile that perhaps it will draw a few more resources back across the bay. Ours and other services.

Does MedEvac have similar experience providing this level of service (transfers and 911 requests) for municipalities in this region? In the examples they provide... How many responses? What was their reliability? Average response time? Need data analysis, not just a number.

Volume wise Medevac Alabama does an average of 400 runs per month and about 1100 loaded miles (Medevac Alabama's trips tend to be long) our dispatch currently sees about 1300 ground runs and 52 fixed wing flights per month in total. Of Medevac Alabama our run volume about 20% is currently 911, with another 32% being urgent upgrades in care the remainder is scheduled trips or trips to a lower level of care.

Availability I would like to discuss availability and if we are able to move forward how we start. I would ask that if we get to move forward that we are allowed a short time to operate in Mobile prior to the start of MF rotation. If you look back Lifeguard was given such a time. My belief is that it will allow for a smoother integration and less issues getting started. This will allow us time to teach the kids how MFRD wants things done (presuming it has not changed), how to navigate Mobile etc. We would certainly wish to do roll over calls during this time to start getting them the experience. Again this is a request we can certainly jump right into it if we must but i would presume that a soft start would have less issues for all involved. I would suggest something like 30 days.

How long has Medevac Alabama Inc. been in business?

Medevac Alabama has been in operation since 3-17-2020.

Can they provide references (preferably municipalities)?

MedEvac Alabama's current experience is limited to Jackson, Monroe and Baldwin Counties. No specific municipalities were mentioned.

In the past 12 months, have there been any complaints filed with the Office of EMS (Alabama State Board of Health) against Medevac Alabama Inc.?

None

How many employees do they currently have? Need breakdown of Paramedics, EMTs, and etc.
Approximately 45 total employees.

We currently employ 42 providers, 8 are paramedics, 1 EMS Driver the rest or EMT's and AEMT's. This is obviously rather fluid, and right now we see ourselves as aemt and emt heavy and paramedic light. We staff currently 4 trucks sometimes 5. Two units are contracted in Clarke County in Jackson one is always available for 911 as the primary 911 provider for Jackson. The other provides Overflow for 911, IFT for all of Clarke County, we also get calls from Monroe, Washington, from Clarke. Our other units are in Baldwin County; Daphne and Foley. These units do essentially all IFT work with a few local nursing home or direct caller runs. We don't really count the mobile truck yet as all it's doing is picking around the edges it is staffed 8 hours per day for doctors' offices and dialysis centers that are outside of mobile at night it taken home by the ops manager and her spouse to fulfill the obligation for 24/7 staffing as we don't yet have a reason to generally use it at night.

Who is their medical control physician?

Dr. Greg Myrick

When was their last state inspection? How did it go? Can they provide a copy of the report(s) for the ambulances listed on their application?

All ADPH Ambulance inspections are current and satisfactory according to the compliance officer at the ADPH Office of EMS.

As it relates to character, Sec 6-32(6), the applicant was accepting transfers from hospitals within the city in November of 2021, claiming they did not realize this practice violated the city ordinance if they transferred patients from hospitals within the city to locations outside city limits. I discussed this matter with Mr. Hughes personally over the phone, after which he agreed to cease all illegal transfers. On July 18, 2022 MedEvac personnel approached a local hospital requesting use of MedEvac ambulances for use in transfers of patients out of the hospital. MedEvac subsequently began accepting illegal transfers once again.

Mr. Hughes explicitly denies accepting any facility transfers from within the City Limits of Mobile. I have email correspondence from Case Management Team Leader Monica Dukes with Ascention Providence Hospital that would lead me to believe otherwise.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/6/2022

Sponsored by:

Councilmember Carroll

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 2:10 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 712, 716 and 718 Dauphin Island Parkway
(Northwest corner of Dauphin Island Parkway and Halls Mill Road,
extending to the southeast corner of Johnston Avenue and Gosson Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 10th day of October, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 712, 716 and 718 Dauphin Island Parkway (northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the southeast corner of Johnston Avenue and Gosson Street) from R-3, Multi-Family Residential District, and B-3, Community Business District, to R-3, Multi-Family Residential District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, CARMELITE NUNS DISCALCED, A SUBDIVISION RECORDED IN MAP BOOK 129, PAGE 117, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT LYING AND BEING ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY, (62-FOOT PUBLIC R\W, FORMERLY FULTON SPEEDWAY); THENCE S00°47'33"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 281.00 FEET; THENCE S01°01'37"W, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 134.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY AND AROUND A NON-RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 453.54 FEET AND A DELTA ANGLE OF 24°04'46", THE CHORD OF WHICH BEARS S21°32'36"W FOR 189.12 FEET, FOR AN ARC DISTANCE OF 190.52 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY WITH THE NORTHWEST RIGHT OF WAY LINE OF HALLS MILL ROAD, (VARIABLE WIDTH PUBLIC R\W); THENCE S47°17'57"W, ALONG THE WEST RIGHT OF WAY

LINE OF SAID HALLS MILL ROAD, FOR 201.26 FEET; THENCE WESTERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 73°42'15" FOR AN ARC DISTANCE OF 32.16 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF GOSSON STREET, (60-FOOT PUBLIC R\W); THENCE N58°59'48"W, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET, FOR 465.46 FEET; THENCE NORTHWESTERLY, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 104°29'01" FOR AN ARC DISTANCE OF 45.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHNSTON AVENUE, (60-FOOT PUBLIC R\W); THENCE N45°29'13"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE, FOR 212.65 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 649.13 FEET AND A DELTA ANGLE OF 27°03'56", THE CHORD OF WHICH BEARS N-31°57'15"E FOR 303.80 FEET, FOR AN ARC DISTANCE OF 306.64 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 1, AFORESAID CARMELITE NUNS DISCALCED, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 28 OF BON AIR ESTATES AS RECORDED IN DEED BOOK 156, PAGE 37, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE S89°59'37"E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND ALONG THE NORTH LINE OF SAID LOT, FOR 194.04 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 2; THENCE N00°47'07"E, ALONG THE WEST LINE OF SAID LOT 2, FOR 45.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°59'37"E, ALONG THE NORTH LINE OF SAID LOT 2, FOR 150.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.108 ACRES, MORE OR LESS.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th day of October, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 9th day of September, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **712, 716, and 718 Dauphin Island Parkway** (Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street).

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

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

AN ORDINANCE 2022

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, CARMELITE NUNS DISCALCED, A SUBDIVISION RECORDED IN MAP BOOK 129, PAGE 117, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT LYING AND BEING ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY, (62-FOOT PUBLIC R\W, FORMERLY FULTON SPEEDWAY); THENCE S00°47'33"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 281.00 FEET; THENCE S01°01'37"W, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 134.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY AND AROUND A NON-RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 453.54 FEET AND A DELTA ANGLE OF 24°04'46", THE CHORD OF WHICH BEARS S21°32'36"W FOR 189.12 FEET, FOR AN ARC DISTANCE OF 190.52 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY WITH THE NORTHWEST RIGHT OF WAY LINE OF HALLS MILL ROAD, (VARIABLE WIDTH PUBLIC R\W); THENCE S47°17'57"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, FOR 201.26 FEET; THENCE WESTERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 73°42'15" FOR AN ARC DISTANCE OF 32.16 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF GOSSON STREET, (60-FOOT PUBLIC R\W); THENCE N58°59'48"W, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET, FOR 465.46 FEET; THENCE NORTHWESTERLY, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 104°29'01" FOR AN ARC DISTANCE OF 45.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHNSTON AVENUE, (60-FOOT PUBLIC R\W); THENCE N45°29'13"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE, FOR 212.65 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 649.13 FEET AND A DELTA ANGLE OF 27°03'56", THE CHORD OF WHICH BEARS N-31°57'15"E FOR 303.80 FEET, FOR AN ARC DISTANCE OF 306.64 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 1, AFORESAID CARMELITE NUNS DISCALCED,

SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 28 OF BON AIR ESTATES AS RECORDED IN DEED BOOK 156, PAGE 37, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE S89°59'37"E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND ALONG THE NORTH LINE OF SAID LOT, FOR 194.04 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 2; THENCE N00°47'07"E, ALONG THE WEST LINE OF SAID LOT 2, FOR 45.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°59'37"E, ALONG THE NORTH LINE OF SAID LOT 2, FOR 150.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.108 ACRES, MORE OR LESS.

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

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

adopted:

Lisa Lambert, City Clerk

Cowles Murphy Glover and Associates
712, 716, and 718 Dauphin Island Parkway
(Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street)
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 1, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of August 18, 2022 considered the request of **Cowles Murphy Glover and Associates** for a change in zoning from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District** for the property located at **712, 716, and 718 Dauphin Island Parkway** (Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

12069

COWLES, MURPHY, GLOVER & ASSOCIATES
457 ST. MICHAEL STREET
MOBILE, AL 36602

HANCOCK BANK
WWW.HANCOCKBANK.COM
(800) 448-8812

61-661/651

8/29/22

PAY TO THE ORDER OF CITY OF MOBILE

$437.15

four hundred thirty-seven 15/100 DOLLARS

SECURED BY BZSHIELD

Security Features Included Details on back.

080003 / 12-04

MEMO 4196

MP

⑈012069⑈ ⑆065106619⑆ ⑈06090269⑈

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☐ Zoning Change	☐ Planning Approval	☒ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00 *MODIFICATION

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost)**

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Cowles, Murphy, Glover & Associates — Name

gcowles@cmg-a.com, pgarstecki@cmg-a.com — Email

716 Dauphin Island Parkway Mobile, AL 36606 — Full Address (Street, City, State, Zip)

251-471-3991 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Carmelite Nuns Discalced — Name

Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

716 Dauphin Island Parkway Mobile, AL 36606 — Property Address

2910283003014 — Parcel Number

Approx. 0.6 Acres — Property Area (acres or square feet)

B-3 — Present Zoning

R-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Thao T. Nguyen
Applicant Signature

6/28/2022
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thao T. Nguyen
Applicant Signature

6/28/2022
Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

June 23, 2022

Subject: Carmelite Nuns Discalced

CMG Job Number: 4091

Location: 716 Dauphin Island Parkway Mobile, AL 36606

To whom it may concern,

I, Thao T. Nguyen of the Carmelite Nuns Discalced, authorize Cowles, Murphy, Glover & Associates Inc., to act as my agent to apply for all City of Mobile permits and applications associated with the proposed planning, subdivision, and zoning modifications located at 716 Dauphin Island Parkway 36606.

If any additional information is required at this time, please advise.

Sincerely,

Signature _____

Name Thao T. Nguyen
Carmelite Nuns Discalced

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

COUNTY OF MOBILE

600
15 50
21 50
0 00
8 150
200
3350

Grantor's Name and Mailing Address: Most Reverend Thomas J. Rodi, Archbishop of Mobile, a Corporation Sole 400 Government Street Mobile, AL 36604	**Grantee's Name and Mailing Address**: Discalced Carmelite Nuns 716 Dauphin Island Parkway Mobile, Alabama 36606
Property Address: 712 Dauphin Island Parkway Mobile, Alabama 36606	**Date of Sale**: 7/12/2013 **Tax Assessor's Market Value**: $15,300.00 (may be verified by Tax Assessor's FMV)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, MOST REVEREND THOMAS J. RODI, Archbishop of Mobile, a Corporation Sole (herein called "**Grantor**"), does hereby REMISE, RELEASE, QUITCLAIM and CONVEY unto DISCALCED CARMELITE NUNS, an Alabama corporation (herein called "**Grantee**"), and its successors and assigns forever, the following described real property, situated, lying and being in the State of Alabama, County of Mobile, to wit:

Parcel A:

Lot 26, Block 28, Bon-Air Estates, according to the map or plat thereof recorded in Deed Book 156, Pages 374-377, Probate Court Records, Mobile County, Alabama: LESS AND EXCEPT the North five feet of Lot 26, Block 28, Bon-Air Estates of the aforesaid records;

Parcel B:

Beginning at a bolt found at the Southeast corner of Lot 26, Block 28, Bon-Air Estates as per map or plat thereof recorded in Deed Book 156, Pages 374-377, Probate Court Records, Mobile County, Alabama; thence run South 0 degrees 11 minutes 20 seconds West along the West right of way line of Dauphin Island Parkway a distance of 60.01 feet to a point that is 0.55 East of a pinch top iron, thence run South 89 degrees 47 minutes 01 seconds West a distance of 150.00 feet to a Sims Surveying capped rebar, thence run North 0 degrees 11 minutes 20 seconds East a distance of 60.01 feet to the Southwest corner of Lot 26, Block 28, Bon-Air Estates, thence run North 89 degrees 47 minutes 01 seconds East along the South line of said Lot 26, a distance of 150.00 feet to the bolt at the point of beginning;

This conveyance is made subject to the following:

1. Any restrictions, reservations, zoning ordinances, building setback lines, or easements that may appear of record, on the recorded plat or on the

2. Any oil, gas, and mineral reservations and conveyances of record.

3. Restrictive covenants as contained in instrument recorded in Deed Book 227, Page 32 of the Office of the Judge of Probate, Mobile County, Alabama.

4. Any taxes for the year 2013 and subsequent years.

5. All matters shown on the survey of the property prepared by Sims Surveying Services, Inc. dated March 18, 1997.

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members, privileges and appurtenances thereunto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has executed this deed this the 12th day of July, 2013.

MOST REVEREND THOMAS J. RODI,
Archbishop of Mobile, a Corporation Sole:

Thomas J Rodi

By: Most Reverend Thomas J. Rodi
As: Its Archbishop

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MOST REVEREND THOMAS J. RODI, in his capacity as Archbishop of Mobile, a Corporation Sole, signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of July, 2013.

Dana M. Nelsen

NOTARY PUBLIC
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARG
MY COMMISSION EXPIRES: Sept 14, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITE

This instrument prepared by:
F. Grey Redditt, Esq.

ıc: D Don Davis, Judge of Probate Mobile County, AL Rec: $20.50 DeedTx: $102.00 MinTx $0.00
erk: KROBINSON

STATE OF ALABAMA)

COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, George F. Bauer, a single person, hereinafter called the Grantor, in consideration of the sum of ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS ($102,000.00), cash, and other good and valuable considerations to said Grantor in hand paid by Discalced Carmelite Nuns, an Alabama 501(c)(3) organization, hereinafter called the Grantee, the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto the Grantee and unto the successors and assigns of said Grantee, forever, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

That certain real property situated in the City and County of Mobile, State of Alabama, described as follows, viz: Commencing at the Northwest corner of Gosson Street and Halls Mill Road, run North 46 degrees 52 minutes 10 seconds East along the North side of Halls Mill Road, a distance of 220 feet to the point of beginning of the property herein described; thence run North 42 degrees 24 minutes 10 seconds West a distance of 188.40 feet to a point; thence North 49 degrees 51 minutes 20 seconds East a distance of 263.82 feet to a point on the West side of Dauphin Island Parkway, formerly known as Fulton Road, thence run South 00 degrees 35 minutes 50 seconds West along the West line of Dauphin Island Parkway, formerly known as Fulton Road, a distance of 134.67 feet to a point of curve, said curve having a delta angle to the right of 24 degrees 14 minutes 30 seconds and a radius of 453.34 feet, thence run in a Southwestwardly direction along the West line of said mentioned road a distance of 191.80 feet measured along the arc of said curve to a point; thence run North 42 degrees 24 minutes 10 seconds West a distance of 3.0 feet to the point of beginning. All of said measurements are in accordance with plat of survey by Norden Engineering Company dated February 2, 1968;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commencing at the Northwest corner of Gosson Street and Dauphin Island Parkway, thence run North 46 degrees, 52 minutes, 10 seconds East along the North side of Dauphin Island Parkway, 220 feet, thence run North 42 degrees, 24 minutes,10 seconds West, 116.50 feet to the point of beginning of the property herein described; thence continue North 42 degrees, 24 minutes, 10 seconds West, 71.90 feet, thence North 49 degrees, 51 minutes, 20 seconds East, 102.18 feet; thence South 13 degrees, 59 minutes, 00 seconds West, 122.60 feet to the point of beginning.

TOGETHER with all and singular the rights, privileges, tenements, hereditaments, members and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said Grantee, in the manner and interest as set forth and stated hereinabove, forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantors.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on this the 22 day of September, 2021.

George F. Bauer

STATE OF ALABAMA)

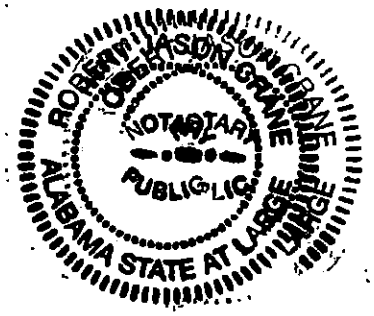
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George F. Bauer, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22 day of September, 2021.

NOTARY PUBLIC
My Commission Expires: 2/8/25

The following information is provided pursuant to Code of Alabama Section 40-22-1.



Grantee's address is:

716 Dauphin Island Parkway

Mobile, Alabama 36606

Grantors' address is:

27800 Canal Rd #304

Orange Beach, AL 36561

Property address is: 718 Dauphin Island Parkway, Mobile, AL 36606

This instrument prepared by:
J. David Brady, Jr.
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 303
3800 Airport Boulevard
Mobile, Alabama 36608
(251)344-0880
86902

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

July 5, 2022

Subject: Carmelite Nuns Discalced

CMG Job Number: 4196

Location: 716 Dauphin Island Parkway Mobile, AL 36606

SUB/ZON Application Narrative

The Carmelite Nuns Discalced would like to combine three (3) legal lots of record into one (1) legal lot of record. The Carmelite Nuns Discalced have recently purchased an adjacent lot to their property, which was previously the location of Bauer's Drug Store, and would like to combine this lot with their other two (2) adjacent lots. This lot is located at the intersection of Halls Mill Road and Dauphin Island Parkway, is currently zoned B-3, and is surrounded by the R-3 zoned Carmelite Lots on three (3) sides. The other two lots that will be combined with this recently purchased lot are already zoned R-3. The new single lot subdivision is proposed to be zoned R-3.

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Carmelite Nuns Discalced

Address: 716 Dauphin Island Parkway

Owner: Carmelite Nuns Discalced

Address: 716 Dauphin Island Parkway Zip Code: 36606

Phone: 251-471-3991 Fax: _____ Email: N/A

Authorized Agent: Cowles, Murphy, Glover & Associates

Address: 457 St. Michael Street Zip Code: 36602

Phone: 251-433-1611 Fax: _____ Email: gcowles@cmg-a.com

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Gary Cowles - Cowles, Murphy, Glover & Associates

Address: 457 St. Michael Street Zip Code: 36602

Phone: 251-433-1611 Fax: _____ Email: gcowles@cmg-a.com

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

Patrick Garstecki

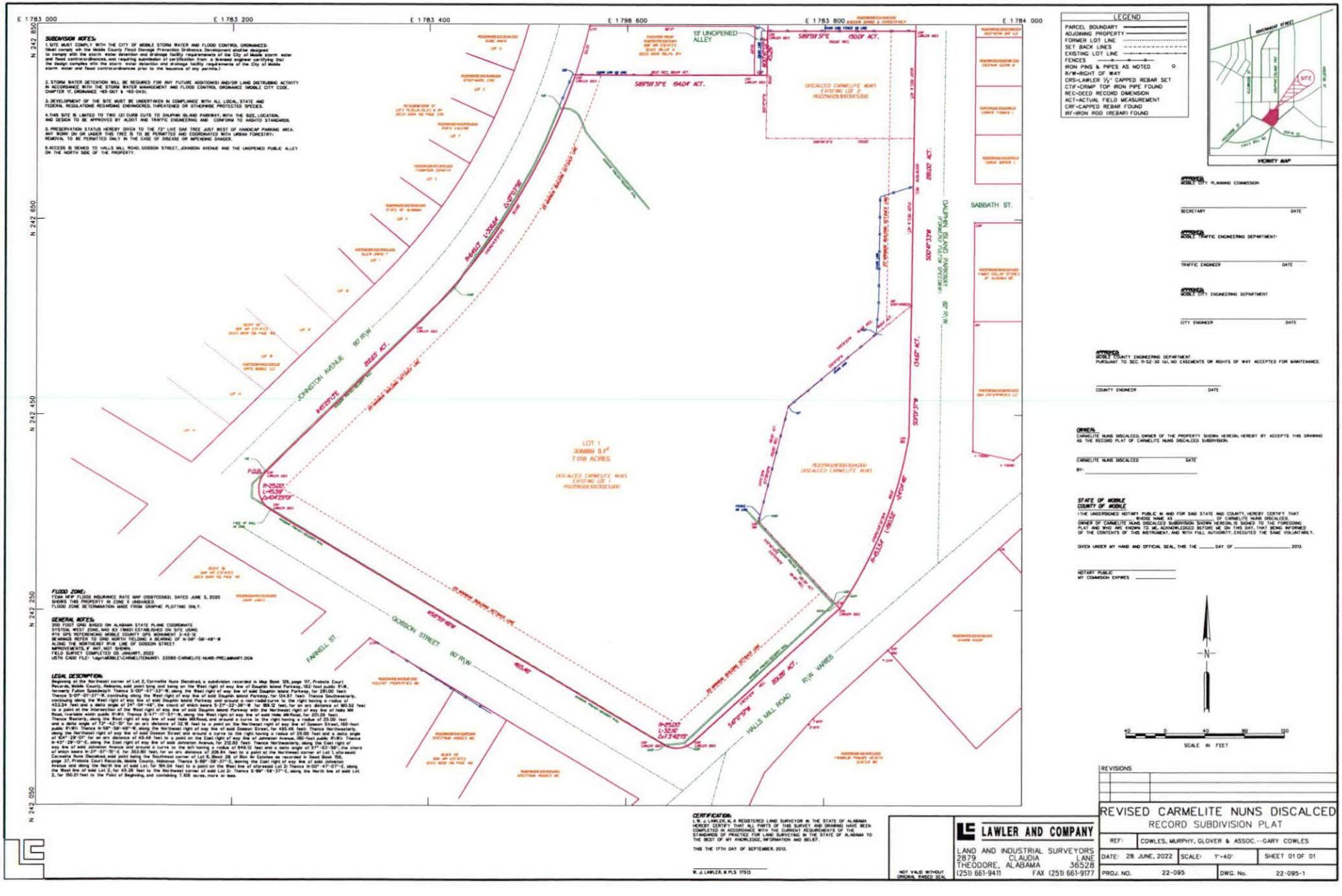
Print

06/28/2022

Date

Cowles, Murphy, Glover & Associates

Affiliation to project/Organization


E 1783 000
E 1783 200
E 1783 400
E 1798 600
E 1783 800
E 1784 000
N 242 850
N 242 650
N 242 450
N 242 250
N 242 050
SUBDIVISION NOTES:
1. SITE MUST COMPLY WITH THE CITY OF MOBILE STORM WATER AND FLOOD CONTROL ORDINANCES-latest comply with the Mobile County Flood Damage Prevention Ordinance. Development shall be designed to comply with the storm water detention and drainage facility requirements of the City of Mobile storm water and flood control ordinances, and requiring submission of certification from a licensed engineer certifying that the design complies with the storm water detention and drainage facility requirements of the City of Mobile storm water and flood control ordinances prior to the issuance of any permits.)
2. STORM WATER DETENTION WILL BE REQUIRED FOR ANY FUTURE ADDITION(S) AND/OR LAND DISTRUBING ACTIVITY IN ACCORDANCE WITH THE STORM WATER MANAGEMENT AND FLOOD CONTROL ORDINANCE (MOBILE CITY CODE, CHAPTER 17, ORDINANCE #93-007 & #93-0430).
3. DEVELOPMENT OF THE SITE MUST BE UNDERTAKEN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED OR OTHERWISE PROTECTED SPECIES.
4.THIS SITE IS LIMITED TO TWO (2) CURB CUTS TO DAUPHIN ISLAND PARKWAY, WITH THE SIZE, LOCATION, AND DESIGN TO BE APPROVED BY ALDOT AND TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.
5. PRESERVATION STATUS HEREBY GIVEN TO THE 13" LIVE OAK TREE JUST WEST OF HANDICAP PARKING AREA. ANY WORK ON OR UNDER THIS TREE IS TO BE PERMITTED AND COORDINATED WITH URBAN FORESTRY. REMOVAL TO BE PERMITTED ONLY IN THE CASE OF DISEASE OR IMPENDING DANGER.
6.ACCESS IS DENIED TO HALLS MILL ROAD, GIDEON STREET, JOHNSON AVENUE AND THE UNOPENED PUBLIC ALLEY ON THE NORTH SIDE OF THE PROPERTY.
FLOOD ZONE:
FEMA NFIP FLOOD INSURANCE RATE MAP 01097C0362J, DATED JUNE 5, 2020 SHOWS THIS PROPERTY IN ZONE X UNSHADED.
FLOOD ZONE DETERMINATION MADE FROM GRAPHIC PLOTTING ONLY.
GENERAL NOTES:
200 FOOT GRID BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (1983) ESTABLISHED ON SITE USING RTK GPS REFERENCING MOBILE COUNTY GPS MONUMENT 3-40 12. BEARINGS REFER TO GRID NORTH YIELDING A BEARING OF N 58°-58'-48"-W ALONG THE NORTHEAST R/W LINE OF GIDEON STREET
IMPROVEMENTS, IF ANY, NOT SHOWN.
FIELD SURVEY COMPLETED 05 JANUARY, 2022
USTN CADD FILE: \dgn\MOBILE\CARMELITE\NUNS\ 22095-CARMELITE-NUNS-PRELIMINARY.DGN
LEGAL DESCRIPTION:
Beginning at the Northeast corner of Lot 2, Carmelite Nuns Discalced, a subdivision recorded in Map Book 129, page 117, Probate Court Records, Mobile County, Alabama, said point lying and being on the West right of way line of Dauphin Island Parkway, 152-foot public R/W, formerly Fulton Speedway; Thence S-00°-47'-32"-W, along the West right of way line of said Dauphin Island Parkway, for 281.00 feet; Thence S-00°-01'-27"-W, continuing along the West right of way line of said Dauphin Island Parkway, for 134.87 feet; Thence Southeasterly, continuing along the West right of way line of said Dauphin Island Parkway and around a non-tangent curve to the right having a radius of 433.34 feet and a delta angle of 24°-04'-48", the chord of which bears S-27°-32'-36"-W for 180.12 feet, for an arc distance of 180.52 feet to a point at the intersection of the West right of way line of said Dauphin Island Parkway with the Northeast right of way line of Halls Mill Road, (variable width public R/W); Thence S-47°-17'-37"-W, along the West right of way line of said Halls Mill Road, for 201.28 feet; Thence Westerly, along the West right of way line of said Halls Mill Road, and around a curve to the right having a radius of 25.00 feet and a delta angle of 73°-42'-12" for an arc distance of 32.16 feet to a point on the Northeast right of way line of Gideon Street, (60-foot public R/W); Thence N-58°-58'-48"-W, along the Northeast right of way line of said Gideon Street, for 483.48 feet; Thence Northwesterly, along the Northeast right of way line of said Gideon Street and around a curve to the right having a radius of 25.00 feet and a delta angle of 104°-29'-01" for an arc distance of 45.59 feet to a point on the East right of way line of Johnston Avenue, (80-foot public R/W); Thence N-45°-29'-13"-E, along the East right of way line of said Johnston Avenue, for 212.83 feet; Thence Northeasterly, along the East right of way line of said Johnston Avenue and around a curve to the left having a radius of 848.13 feet and a delta angle of 37°-03'-58", the chord of which bears N-27°-57'-15"-E for 360.80 feet, for an arc distance of 366.94 feet to a point of the Northwest corner of Lot 1, aforesaid Carmelite Nuns Discalced, said point being the Southwest corner of Lot 8, Block 28, of Bon Air Estates as recorded in Deed Book 156, page 37, Probate Court Records, Mobile County, Alabama; Thence S-89°-59'-37"-E, leaving the East right of way line of said Johnston Avenue and along the North line of said Lot, for 194.04 feet to a point on the West line of aforesaid Lot 2; Thence N-00°-47'-07"-E, along the West line of said Lot 2, for 45.26 feet to the Northwest corner of said Lot 2; Thence S-89°-59'-37"-E, along the North line of said Lot 2, for 350.01 feet to the Point of Beginning, and containing 7.938 acres, more or less.
13' UNOPENED ALLEY
S89°59'37"E 150.0' ACT.
S89°59'37"E 594.04' ACT.
DISCALCED CARMELITE NUNS EXISTING LOT 2
S89°59'37"E 344.04' ACT.
S00°01'27"W 281.00' ACT.
S00°01'27"W 134.87' ACT.
DAUPHIN ISLAND PARKWAY (FORMERLY FULTON SPEEDWAY) 152' R/W
SABBATH ST.
JOHNSTON AVENUE 80' R/W
R=848.13'
L=366.94'
Δ=24°48'48"
R=433.34'
L=180.52'
Δ=24°04'48"
R=25.00'
L=45.59'
Δ=104°29'01"
P.O.B.
LOT 1
306889 S.F.
7.018 ACRES
DISCALCED CARMELITE NUNS EXISTING LOT 1
GIDEON STREET 60' R/W
N58°58'48"W 483.48'
R=25.00'
L=32.16'
Δ=73°42'12"
HALLS MILL ROAD (VARIABLE WIDTH R/W VARIES)
S47°17'37"W 201.28'
FARNELL ST.
LEGEND
PARCEL BOUNDARY
ADJOINING PROPERTY
FORMER LOT LINE
SET BACK LINES
EXISTING LOT LINE
FENCES
IRON PINS & PIPES AS NOTED
R/W-RIGHT OF WAY
CRS-LAWLER ½" CAPPED REBAR SET
CTF-CRIMP TOP IRON PIPE FOUND
REC-DEED RECORD DIMENSION
ACT-ACTUAL FIELD MEASUREMENT
CRF-CAPPED REBAR FOUND
RF-IRON ROD (REBAR) FOUND
SITE
VICINITY MAP
APPROVED:
MOBILE CITY PLANNING COMMISSION
SECRETARY DATE
APPROVED:
MOBILE TRAFFIC ENGINEERING DEPARTMENT:
TRAFFIC ENGINEER DATE
APPROVED:
MOBILE CITY ENGINEERING DEPARTMENT
CITY ENGINEER DATE
APPROVED:
MOBILE COUNTY ENGINEERING DEPARTMENT
PURSUANT TO SEC. 11-52-30 (a), NO EASEMENTS OR RIGHTS OF WAY ACCEPTED FOR MAINTENANCE.
COUNTY ENGINEER DATE
OWNER:
CARMELITE NUNS DISCALCED, OWNER OF THE PROPERTY SHOWN HEREON, HEREBY BY ACCEPTS THIS DRAWING AS THE RECORD PLAT OF CARMELITE NUNS DISCALCED SUBDIVISION.
CARMELITE NUNS DISCALCED DATE
BY:
STATE OF MOBILE
COUNTY OF MOBILE
I THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT WHOSE NAME AS OF CARMELITE NUNS DISCALCED, OWNER OF CARMELITE NUNS DISCALCED SUBDIVISION SHOWN HEREON, IS SIGNED TO THE FOREGOING PLAT AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE ____ DAY OF _____, 2013.
NOTARY PUBLIC
MY COMMISION EXPIRES
N
0 40 80 120
SCALE IN FEET
CERTIFICATION:
I, W. J. LAWLER, III, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.
THIS THE 17TH DAY OF SEPTEMBER, 2013.
W. J. LAWLER, III PLS 17513
NOT VALID WITHOUT ORIGINAL RAISED SEAL
LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2879 CLAUDIA LANE
THEODORE, ALABAMA 36528
(251) 661-9411 FAX (251) 661-9177
REVISIONS
REVISED CARMELITE NUNS DISCALCED
RECORD SUBDIVISION PLAT
REF: COWLES, MURPHY, GLOVER & ASSOC. - GARY COWLES
DATE: 28 JUNE, 2022 SCALE: 1"=40' SHEET 01 OF 01
PROJ. NO. 22-095 DWG. No. 22-095-1

CALOGRIDES AUGUSTO JOHN & MARY CYNTHIA
3963 BYRONELL DR S
MOBILE, AL 36693

MOBILE CITY OF
205 GOVERNMENT PLAZA
OFFICE OF CITY CLERK
MOBILE, AL 36644

WILLIAMS MICHAEL H
6600 TILLMAN DR
MOBILE, AL 36619

DARR JAMES
23820 LIMERICK LN
DAPHNE, AL 36526

BLANKS BURTON & EARNESTINE
700 RUTH ST
MOBILE, AL 36606

LEAUBER SHAWN
450 BON SECOUR ST
FAIRHOPE, AL 36532

GRAHAM JESSIE EARL & JESTAVIA TIAUNA GRAHAM C/O THERESA GRAHAM
151 FOREMAN RD APT B6
MOBILE, AL 36605

GRAHAM JESSIE EARL & JESTAVIA TIAUNA GRAHAM C/O THERESA GRAHAM
1152 STEWART RD
MOBILE, AL 36608

WILLIAMS DONALD B, HELANA R N WILLIAMS-CALL, CHRISTOPHER E A WILLIAMS & PARKER N J WILLIAMS
5913 COTTAGE HILL RD
MOBILE, AL 36609

NOBLES ERRICK
P O BOX 50606
MOBILE, AL 36605

B & N ENTERPRISES LLC
5790 RIVERCHASE DR N
MOBILE, AL 36619

FAMILY DOLLAR STORES OF ALABAMA INC A CORPORATION
ATTN: REAL ESTATE TAX
500 VOLVO PKWY
CHESAPEAKE, VA 23320

DUMAS MARION C
3662 SURREY CT
MOBILE, AL 36693

STATE OF ALABAMA
718 JOHNSTON AVE
MOBILE, AL 36606

PETTWAY BOBBY D & CASANDRA
2053 BANKHEAD ST
MOBILE, AL 36607

CONWAY THOMAS L
P O BOX 3132
MOBILE, AL 36652

COLEMAN GLENN M
11384 SHANDON PARK WAY
WINDERMERE, FL 34786

SOUTHERN BAY LLC
11644 WALKER RD
IRVINGTON, AL 36544

PETTWAY BURL
3624 DIAL ST
MOBILE, AL 36612

HERRINGTON CHRISTOPHER
1469 HOUSTON ST
MOBILE, AL 36606

MADISON BRANDI & CHRISTOPHER E MADISON SR C/O MADISON BRANDI
708 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

SPECTRUM HODGES INC
7060 AIRPORT BLVD
MOBILE, AL 36608

WILLIAMS TYTUS J & DIANE B WILLIAMS
2003 BANKHEAD ST
MOBILE, AL 36606

RIGBY SHOSHONI
711 JOHNSTON AVE
MOBILE, AL 36606

WILLIAMS ROBERT & MARY C/O ROBERT WILLIAMS JR
2805 RICHARDSON DR S
MOBILE, AL 36606

AUTRY JOSEPHUS SR & MATTIE P
701 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

LAMAR CYNTHIA W
709 JOHNSTON AVE
MOBILE, AL 36606

FREEMAN LENDORA H
707 JOHNSTON AVE
MOBILE, AL 36606

PKAY'S INVESTMENTS INC C/O SAMUEL WARREN
1813 LA PINE DR
MOBILE, AL 36618

BRIDGES PEGGY RAYMOND
700 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

ROSS SUSAN PURVIS 2/3 INT & OLIVER HAMILTON PURVIS III 1/3 INT
707 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

BURRELL MICHAEL & DERRIC BURRELL
750 COUNTRY LN
AXIS, AL 36505

KIDD KERMIT
1407 HUNTER'S RIDGE DR
MOBILE, AL 36695

SHALOM PROPERTY GROUP LLC
8602 FARRINGTON LOOP N
SEMMES, AL 36575

ISAAC NAKIA
3357 BROOKLYNS WAY W
SEMMES, AL 36575

STOUTAMIRE ERIC
1308 OLIVE ST
MOBILE, AL 36605

VU TAN THI THANH
1014 REGAL DR
MOBILE, AL 36609

D I P CENTER LLC
P O BOX 1565
LAWRENCEVILLE, GA 30046

H & P PROPERTY LLC
7016 CHARLESTON OAKS DR S
MOBILE, AL 36693

SMITH BOYCE KEITH
1216 WESTBURY DR
MOBILE, AL 36609

FRANKLIN PRIMARY HEALTH
CENTER INC
P O BOX 2048
MOBILE, AL 36652

CHIN RICHARD
408 FREDERICK AVE
FAIRHOPE, AL 36532

PARTRIDGE DAVID & TAWANA MCNEIL PARTRIDGE
301 BROMLEY PLACE
MOBILE, AL 36606

EVANS HIRAM
PO BOX 6797
MOBILE, AL 36660

LEE DONALD R & ANGELA H LEE
1971 HALLS MILL RD
MOBILE, AL 36606

GHARIB NAZMY
3912 BAY FRONT RD
MOBILE, AL 36605

WILLIAMS FRONIE K C/O WILLIAMS FRONIE K
961 KENT ST
ALTADENA, CA 91001

BARZINJI ISMAIL
909 REGENTS DR W
MOBILE, AL 36609

SIPCO MOBILE LLC
3303 OVERTON TRAIL
BIRMINGHAM, AL 35243

ALLEN DAVID F
1102 HOUSTON ST
MOBILE, AL 36606

ROBINSON ALICE & AARON
5921 HEATHERWOOD CT
MOBILE, AL 36618

BROWN MYRLINE D & MINNIE M
753 JOHNSTON AVE
MOBILE, AL 36606

FOREIGN AUTO PARTS OF
MOBILE INC
713 HOLCOMBE AVE
MOBILE, AL 36606

PARKS JOYCE P
1366 AZALEA RD
MOBILE, AL 36693

DEES JERRY W SR
3705 LAKEFRONT DR
MOBILE, AL 36695

FOREIGN AUTO PARTS OF MOBILE INC
9665 BEACH RD
SARALAND, AL 36571

WHITE VALERIE
714 JOHNSTON AVE
MOBILE, AL 36606

WILSON ALVIN & INNES N HARDY C/O A & I PROPERTIES
P O BOX 6129
MOBILE, AL 36660

BAK INVESTMENTS INC AN UNDIVIDED 1/2 INT & BIG SWELL INC AS TRUSTEE OF
13 S FLORIDA ST
MOBILE, AL 36606

MCMILLIAN ANNIE RUTH
750 JOHNSTON AVENUE
MOBILE, AL 36606

THOMAS HENRY & GWENDOLYN E
755 JOHNSTON AVE
MOBILE, AL 36606

WILLIAMS ROBERT & MARY C/O VICTOR WILLIAMS
2125 PINE NEEDLE DR W
MOBILE, AL 36609

THOMPSON DOROTHY
716 JOHNSTON AVE
MOBILE, AL 36606

PLEZANT PROPERTIES INC
7060 AIRPORT BLVD
MOBILE, AL 36608

COWLES, MURPHY, GLOVER & ASSOC
457 ST. MICHAEL STREET
MOBILE, AL 36602

CARMELITE NUNS DISCALCED
716 DAUPHIN ISLAND PKWY
MOBILE, AL 36606